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# PROPOSAL FOR CITY OF FORT LAUDERDALE, FL

## Water Leak Detection and Monitoring System

Prepared for: Fausto Vargas

Prepared by: Andrew Green

Echologics, LLC

Proposal Number: 42221017

Date: 2/23/2022

Fausto Vargas  
Procurement Specialist  
City of Fort Lauderdale, FL

**Re: Bid 12619-125 - Water Leak Detection And Monitoring System**

Dear Mr. Vargas,

We are pleased to offer a response to the City of Fort Lauderdale's Water Lake Detection and Montoring System RFP. Our EchoShore®-DX & TX Systems are designed to improve service by detecting emerging leaks and preventing damage from catastrophic failure caused by chronic leaks on surrounding infrastructure. To support easy reliable service, each EchoShore®-DX leak monitoring system includes the following features:

1. Leak sensors integrated into a fire hydrant cap that is custom manufactured to match the City of Fort Lauderdale's design, with zero impacts to customers, fire services, and water operations staff.
2. Each leak monitoring sensor is connected to the water distribution system **above ground** in a fire hydrant cap. Fire hydrants are a reliable acoustic connection to the water network avoiding the deposits and harsh conditions in valve boxes that degrade performance and accelerate wear out.
3. The patented sensor and signal processing system enables early detection of leaks and quick intervention. Rapid response results in savings from reduced water loss as leaks will be found earlier and further reducing the risk of damage to surrounding infrastructure.
4. Leaks are automatically identified every day. The acoustic sensitivity of the system, combined with advanced signal processing algorithms, minimizes false positive leak warnings.
5. The system data analysis and reporting software is entirely web-based for easy access and improved customer support.
6. Leak nodes feature field replaceable batteries, reducing the overall life cycle system cost.

EchoShore®-DX incorporates the latest generation of acoustic sensors capable of identifying extremely faint acoustical noises emitted by leaks before they become detectable by conventional methods. Echologics integrated leak monitoring sensors directly into a standard fire hydrant cap. Rapid detection capability enables utilities to prioritize repairs based on actual needs and the most effective allocation of repair crews.

EchoShore®-TX is designed to detect leaks as they form, enabling rapid repairs, minimizing the damage from catastrophic leaks on surrounding infrastructure, and improving public trust. EchoShore®-TX can be installed at existing pressurized fittings, such as air release valves or blowoffs. Often, no additional civil works are needed to install an entire system..

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## ECHOSHORE® PLATFORM - SYSTEM BENEFITS

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- ✓ Identify leaks early
- ✓ Monitor leak progression
- ✓ Prioritize field crew schedules
- ✓ Significantly reduce pipe repair costs
- ✓ Achieve non-revenue water loss targets
- ✓ Minimize service disruptions

We look forward to your feedback on the proposed deployment of EchoShore® within City of Fort Lauderdale's distribution pipeline system.

Sincerely,  
Andrew Green | Area Sales Manager – US Southeast  
205-224-3977 | [jagreen@muellerwp.com](mailto:jagreen@muellerwp.com)

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## 1 EXECUTIVE SUMMARY

Echologics LLC, is a subsidiary of Mueller water products and is the entity that is submitting this RFP. Echologics has offices in several locations including Toronto, Atlanta, San Jose, New Jersey, Singapore, and United Kingdom. Key Personnel for this project will be based out of New Jersey and Toronto offices.

**Echologics, LLC**  
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 205-224-3977

All equipment produced for this project is made and assembled in USA and shipped domestically from Mueller’s facilities in Georgia. With Mueller’s abilities to meet nationwide demand for fire hydrants and valves, we have significant manufacturing power to create the hardware necessary to deploy leak monitoring systems across North America and Europe. Echologics boasts approximately 100 employees globally while Mueller consists of about 4,200 employees globally.

*Table 1: Key Personnel*

Name	Role	Location
Jay Shah	Project Director	Toronto
Malay Patel	Project Manager	New Jersey
Harold Miller	Data Infrastructure Manager	Toronto
Joel Freshour	Start-Up Specialist	California
Jason Snook	Field Technician	New Jersey

To cover the key areas outlined in the scope of work. Echologics is proposing the deployment of 81 EchoShore®-DX nodes and 3 EchoShore®-TX nodes. This hardware excels at monitoring for leaks on distribution mains and transmission mains. The different acoustic properties for various pipe sizes and materials causes the need for different solutions to be deployed in tandem to ensure the system is effectively monitoring all pipes within the target area.

## 2 FIRM EXPERIENCE AND QUALIFICATIONS

For more than 150 years, the companies that makeup Mueller Water Products have provided products and services to deliver safe, clean drinking water in the United States. Echologics, a division of Mueller, is exclusively focused on providing leak detection and condition assessment solutions to the water industry. Founded in 2004, Echologics' mission is to provide the water industry with pipeline investigation tools that work from outside the pipe. Through the design of superior equipment and supported by an entrepreneurial, innovative company culture, Echologics has evolved into a full asset management solution provider. Echologics provides proprietary leak detection, condition assessment and non-revenue water management products and services throughout North America and around the world.

Maintaining and upgrading America's water pipelines is a pressing infrastructure challenge for the next two decades. There are 1.2 million miles of water pipelines in United States. The AWWA estimates a 1 trillion-dollar investment in water pipes is required over the next 25 years. New, efficient solutions are needed to leverage limited replacement and rehabilitation budgets and manage infrastructure as it ages. Echologics' acoustic leak monitoring assessment is an innovative tool to help utilities identify water leaks as they start and prevent damage to nearby infrastructure. In the United States, Echologics has installed fixed leak monitoring networks in water systems located in Washington Suburban Sanitary Commission, New Jersey American Water, San Jose and many others.

The EchoShore®-DX system is Echologics' latest innovation that pairs best in class leak detection technology with integrated communications and Mueller's reliable hydrant manufacturing expertise. EchoShore-DX distribution pipe leak monitoring system identifies leaks daily with no changes needed to existing infrastructure or operating procedures. Cost effectively identifying leaks as they form, can improve the efficiency of repair crew deployment, reduce damage to other infrastructure caused by pipe breaks, and improve customer service.



Figure 1: EchoShore®-DX Sensor Integrated Into a Custom-Made Fire Hydrant Pumper Nozzle Cap –

Each hydrant cap leak monitoring sensor is referred to as a “node”

### 3 APPROACH TO SCOPE OF WORK

Echologics intends to offer two complementary technologies to cover the proposed scope of work. This includes the EchoShore®-DX leak monitoring system for distribution size pipes as well as the EchoShore®-TX leak monitoring system for transmission size pipes. The use cases for each technology is highlighted below.

Table 2: Technology Use Cases

Product	Pipe Size Range	Pipe Materials	Connection Type
EchoShore®-DX and DXe	3"-12"	Metallic, Asbestos Cement, PVC <sup>1</sup>	Hydrant Mounted External, Valve Mounted External
EchoShore®-TX	4"-90"	All Pipe Materials	1.5-inch NPT threaded connection to the water column
<sup>1</sup> PVC material for			

The EchoShore®-DX automated leak monitoring system integrates acoustic-based leak detection technology from Echologics with integrated communications a cellular communication network. EchoShore®-DX patented, proprietary design is the only above ground, fully autonomous water distribution leak monitoring system currently available on the market. The EchoShore®-TX nodes require a hydrophone connection via an existing air release valve or manhole chamber. This direct water connection provides greater sensitivity and the ability to detect leaks on transmission mains over long distances. This increased sensitivity is needed on large pipes due to the attenuation the stiff pipe wall causes to sound wave propagation.

#### a. Typical System Design and Installation Project Workflow

EchoShore® is a distribution pipe leak monitoring system. Part of Echologics' success with the EchoShore® platform is collaborating with the operators who manage each unique water distribution network. Informed partners who adopt the EchoShore® system and tailor it for their own operating context are Echologics true success stories. Where possible, the project workflow includes opportunities to share system information & best practices.

Echologics will take the following steps to design and deploy City of Fort Lauderdale's EchoShore® system:

##### 1. Project Planning

City of Fort Lauderdale provides the location, diameter, hydrant location and material of the pipe network. Echologics will design a leak monitoring sensor network that optimizes the network coverage with the minimum sensors. This step has been substantially completed for this project.

##### 2. Sample Cap Fit Testing

Echologics will produce a sample cap based on hydrant thread specifications provided by City of Fort Lauderdale. City of Fort Lauderdale must verify that a first article sample cap fits the hydrant threads in the pilot area. This can be completed by fitting several of the hydrants in the testing area with the sample cap to ensure smooth thread engagement.

### 3. Custom Hardware Creation

On receipt of the purchase order and confirmation of cap design specifications unique to the proposed site, Echologics will work with System Design and Installation Project Workflow to manufacture custom caps for each hydrant's type and color that is in the project area.

### 4. Hardware Installation and Commissioning

Echologics Field Specialists will deploy to install the EchoShore® nodes and complete system commissioning tests.

### 5. Solution Training

An Echologics Trainer will provide detailed training to City of Fort Lauderdale's staff on the use and interpretation of results on the web-based user interface.

### 6. Monitoring

Echologics Data Analysis Team will monitor the site for potential leaks and flag any noises requiring field investigation to the client.

## **b. Echologics' Responsibilities**

1. Identify appropriate locations for all EchoShore® hardware using guidance from City of Fort Lauderdale. Final locations will be approved by City of Fort Lauderdale.
2. Analyze sample hydrant pumper cap & design custom matching hardware.
3. Manufacture & Install leak custom designed monitoring nodes.
4. Set up network communication between the EchoShore® nodes and the head end system integrated with the web user interface.
5. Set up a customized website for the City of Fort Lauderdale to monitor for leaks and anomalies on their water network.
6. Make available one Echologics Trainer to conduct product hardware, software and service tool training for the City of Fort Lauderdale.
7. Conduct up to 1 day of system training to familiarize the City of Fort Lauderdale operations staff with the leak monitoring operations software interface and system management.
8. Monitor the site for potential noises worthy of additional field investigation.

## **c. Fort Lauderdale Responsibilities**

9. Approve and advise installation locations for EchoShore® network hardware.
10. Test sample cap onsite to confirm fit and complete the sample cap acknowledgment form for the installation locations.
11. Approve locations selected by Echologics for EchoShore®-DX nodes and repair hydrants to a working condition if needed.



12. If needed, provide traffic control during the installation of network hardware.
13. Flow hydrants to support commissioning and testing of the EchoShore®-DX system.
14. Identify one person as a primary user to provide a single channel of communication between the City of Fort Lauderdale and Echologics.
15. Operate the leak monitoring site when it is live and take appropriate action when leaks are identified.

#### **d. Leak Monitoring**

Echologics offers a managed monitoring service to accompany pilot projects so the analysis of data on the interface is streamlined. This results in actionable data presented to City of Fort Lauderdale.



*Figure 2: Wall panel of the NOC in Atlanta, Georgia*

#### **Managed Monitoring Service**

The Managed Monitoring Service is an enhanced service that includes access to remote support from Echologics leak detection specialists through the Data Analysis Team. This support service can be used for troubleshooting, knowledge sharing, and best practices for the use of the EchoShore-DX system. Echologics also shares general leak detection approaches that have proven successful in the field. By connecting front line operators with leak detection experts who have conducted hundreds of leak investigations in the field and now manage systems of thousands of leak monitoring sensors daily, we have a powerful combination that drives system success.

The managed license includes all of the support required by City of Fort Lauderdale to fully manage the leak monitoring of the system. This includes sending alerts to suspected leak locations and categorization persistent correlated noises. The data analysis team determines which noise sources warrant a field investigation as a suspected leak and tracks ongoing noise sources.

**e. Scope of Work and Supply**

The following is the proposed scope of supply for the City of Fort Lauderdale EchoShore-DX leak monitoring system

Item	Description	Quantity
<b>Leak Monitoring Nodes – EchoShore-DX</b>	Includes data logger, cellular communication module, leak sensor. Incorporated into a custom pumper nozzle cap for installation on standard fire hydrants. Installation of equipment	81
<b>Leak Monitoring nodes – EchoShore-TX</b>	Includes data logger, cellular communications antenna, GPS antenna, leak sensor, battery pack and all associated connector cables. Installation of equipment	3
<b>Head-End System &amp; Application Software</b>	Cloud-based & Licensed	1
<b>Project Management</b>	System installation, commissioning, and start-up	Lot
<b>Project Training</b>	Leak Monitoring System Training with Echologics	1
<b>Leak Monitoring Licence – 1 year</b>	Echologics’ Managed Leak Monitoring Service	84

**f. EchoShore-DX Leak Detection System**

The EchoShore-DX leak monitoring system consists of a network of leak detection sensors referred to as nodes. A node incorporates a cellular communications radio, GPS locator, antenna, acoustic sensor, on-board processor, and a battery power source. Each node is housed in a custom manufactured cast-iron fire hydrant pumper nozzle cap.

EchoShore-DX nodes can be installed on any site by replacing existing fire hydrant pumper nozzle caps with nodes. EchoShore-DX nodes are installed on fire hydrants throughout the service territory at distances required to meet effective coverage. Nodes are typically spaced at an average of 500-900 foot intervals and can detect leaks over a distance of up to 1,100 feet. The EchoShore-DX system scans the monitored area for the presence of leaks daily. EchoShore-DX nodes record acoustic data from the pipelines before generating and wirelessly transmitting recorded sound files over the cellular or radio network to the head-end host software system, which is a cloud-based internet solution.

Leak monitoring system operators can view the locations of leaks and review historic data to determine if immediate repairs need to be made. Detected leaks are easily viewed by water operators through the web user interface. The figure below shows an example of the web user interface.

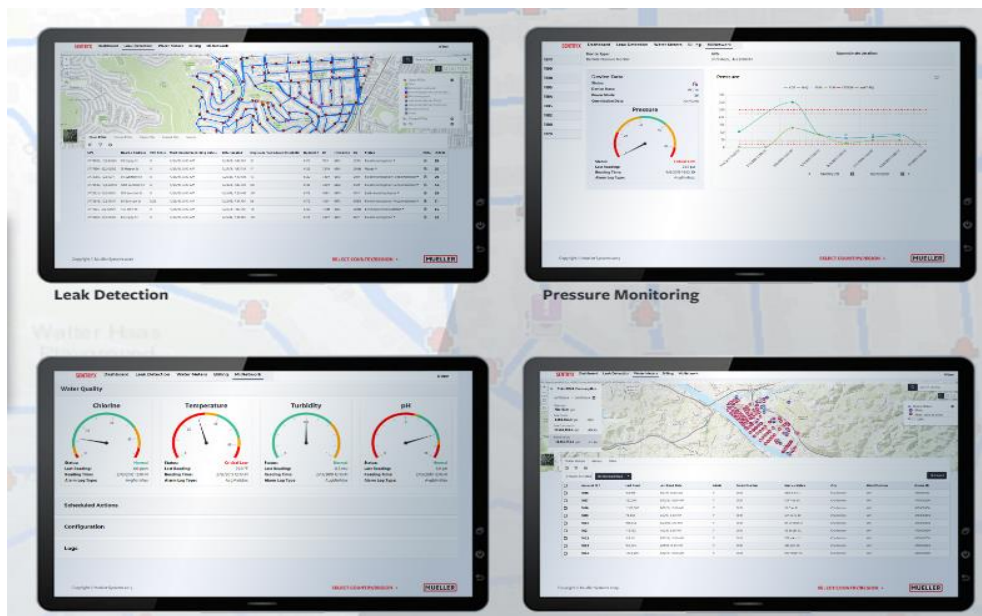


Figure 3: User Interface: Graphical and visual display of system status on the web user interface

**3.F.1 ECHOSHORE®- DX LEAK MONITORING SYSTEM DESIGN**

Echologics thoroughly reviewed the map information that was supplied with this RFP. Echologics has determined that there will be 49 EchoShore-DX (ESDX) nodes using the hydrant mounted variant and 32 EchoShore-DXe (ESDXe) valve mounted variant nodes used to service the scope area

### 3.F.2 ACOUSTIC LEAK DETECTION PERFORMANCE

EchoShore®-DX can find leaks that other leak detection systems will miss.

Leaks in water pipes make noise. As water escapes from a pressurized water pipe, it creates a vibration on the pipe that generates sound. As long as the leak is running, it will continue to create noise. High levels of noise on a pipeline can indicate that there is a leak nearby. EchoShore®-DX leverages two powerful technologies to find leaks: tuned acoustic sensors and a correlation first approach to leak detection.

EchoShore®-DX acoustic sensors are designed and manufactured in house. By design, the sensors can find leaks that other systems can't. Further, based on Echologics leak detection experience and machine learning projects, the acoustic information most likely to detect leakage is collected for analysis. Advanced computer analysis is already better than human technicians at detecting the presence of leaks. For this reason, the sensors and algorithms are tuned to focus on the specific leak noise frequencies this enables the detection of faint leak noises that may be generated by emerging leaks or by muffled underwater leaks.

It's important to know if leaks are stable or growing so that they can be fixed before a pipe burst or other catastrophic impact occurs. The noise created by a leak changes over time. Often, as leaks go on, they may get bigger and larger. However, a leak may also be loud right after it starts and then get quieter as the soil around the pipe fills up with water. Echologics algorithms are built to search for complex patterns in leak progression. EchoShore®-DX users can monitor for the growth or progression in leaks right in the user interface or receive custom alerts in Critical monitoring areas.

### 3.F.3 LEAK CLASSIFICATION PERFORMANCE

In addition to leaks, there are other normal activities in a water network that create noises similar to leakage. Pumps, pressure reducing valves, water draws, or partially closed line valves can all have similar sound characteristics to a leak. EchoShore®-DX uses scientific methods to separate leak noise from normal water network noise:

1. Persistence
2. Acoustic spectral analysis
3. Pump recognition

Persistence: Leaks stay in the same place over time. EchoShore®-DX is able to rely on its advanced correlation algorithms in order to check that a sound is coming from the same place over time. Leak monitoring systems that do not correlate regularly can trigger a leak alert if multiple noises occur in the same general area over a period of time. For example, on a residential street monitored for leakage several different houses may be using water during the time when leak detection measurements are collected over several days. It's much less likely that one single house is consistently using water during the leak detection measurement time over the course of several days. EchoShore®-DX would be able to confidently flag a persistent noise in the same place. Other leak monitoring systems would have much less confidence in their leak alerts.

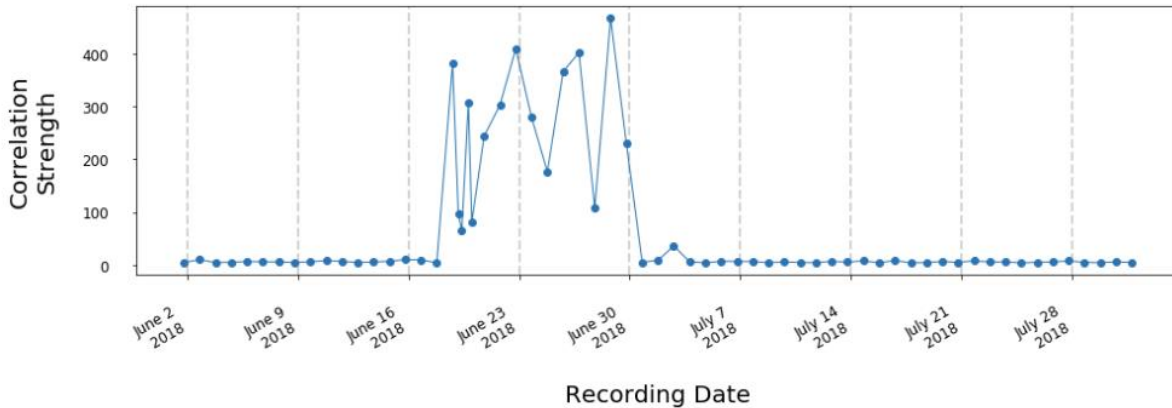


Figure 4: Persistent Noises Are More Likely to be Leaks, EchoShore®-DX can also confirm leak repairs

**Acoustic spectral analysis:** The sound content of noises can be broken out into dozens of different characteristics. Echologics has completed machine learning studies to identify spectral characteristics related to leakage. This enables Echologics to deconstruct recorded sounds and use the most important

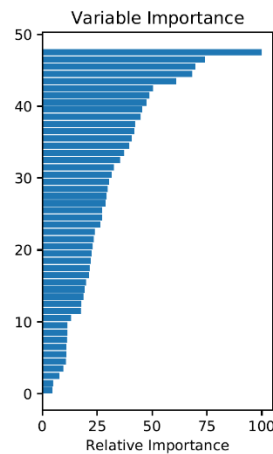


Figure 5: Relative Importance of Specific Acoustic Features Towards Leak Determination

sound markers to deliver the best spectral leak determination on the market.

**Pump recognition:** Pumps generate strong acoustic signals at specific tonal frequencies. EchoShore®-DX has embedded algorithms to filter out these acoustic noises and prevent false alerts.

On site leak investigations involve significant resources and effort from water utilities or their contractors. Investigating false alerts from a leak monitoring system is expensive. It's important that the alerts delivered by a system are from actual leaks. EchoShore®-DX delivers industry leading tools to make sure leak alerts point utilities towards actual leak events. Echologics continues to invest in improving algorithms and classification techniques in order to maintain leadership in this leak monitoring performance metric go-forward.

### 3.F.4 TIME TO LEAK NOTIFICATION

Echologics is first in the industry to offer high frequency leak monitoring. Most leak monitoring systems collect acoustic data daily. However, it takes several acoustic data collections in order to confidently deliver a leak alert. Echologics data analysis algorithms and intuitive visualization of related acoustic signals are needed to convert a huge flow of acoustic data into actionable leak alerts. In a 2019 survey, the average utility staff cost to monitor and manage leak monitoring interfaces was \$3,324 per mile per year. This survey by Isle utilities covered 3 leak monitoring technologies, over 7 utility deployments, and represented 892 miles (1435 KM) of monitored pipe. EchoShore®-DX leak monitoring delivers actionable leak alerts for utilities driving the utility cost of system monitoring under \$500 per mile per year to acknowledge and manage leak alerts. Mueller invested to lead the industry in leak monitoring and is committed to building out solutions that offer more pipe network insights around core leak detection, pressure monitoring, and metering technologies.

Burst pipes can damage nearby infrastructure, flood houses, create sinkholes, and interrupt water service to critical customers like hospitals and factories. Leaks developing on critical pipelines require rapid action in order to reduce business risk exposure and improve service. EchoShore®-DX offers three different levels of monitoring service in order to deliver a complete solution for utilities. High frequency leak monitoring enables rapid utility response for critical pipelines. To deliver faster leak notifications the EchoShore®-DX system collects and analyses acoustic data more frequently. Different types of acoustic data collections are conducted throughout the day in order to identify and confirm emerging leaks. There is a trade-off between decreasing the time to notification and the number of battery changes to support high frequency leak monitoring.

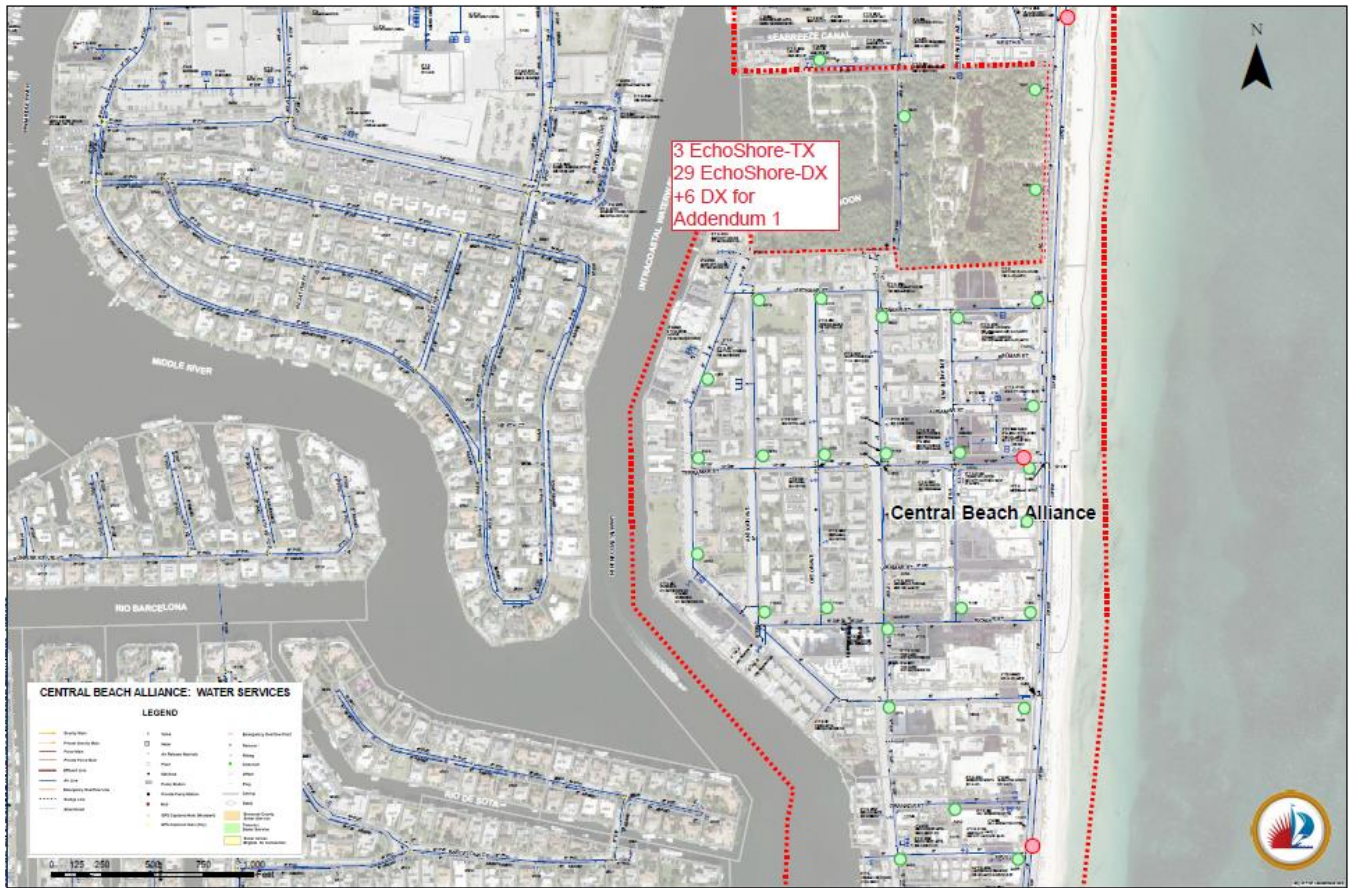


Figure 6: Central Beach Alliance Area



Figure 7: EchoShore-DX System Design for Harbor Beach HOA

**g. EchoShore-TX Leak Detection System**

With the inclusion of the 20-24” Ductile iron pipeline along Fort Lauderdale Beach Boulevard, Echologics will supply 3 EchoShore-TX nodes for transmission main monitoring.

**3.G.1 ECHOSHORE-TX SYSTEM DESCRIPTION**

The EchoShore® system is formed from nodes that are spaced up to 2,500 linear feet apart. Each EchoShore®-TX node captures acoustic data files at a user-specified interval, often daily, and wirelessly uploads the file to a secure server via a cellular network. Uploaded recordings are digitally filtered to remove unnecessary noise from traffic and other sources. The EchoShore®-TX head-end system analyses the filtered acoustic recordings to determine if leaks or other anomalies are present on the transmission pipe. If potential leaks are identified the system can either immediately send a leak alert to designated operations staff and automatically calls for an additional acoustic recording to increase confidence in the initial leak analysis. EchoShore®-TX leak monitoring system has a false positive rate of less than 10%. When the EchoShore®-TX system issued an alert there is an event occurring on the pipe.





Figure 8: EchoShore®-TX Configuration spaced approximately every half mile along a transmission pipe –  
Each monitoring node fits comfortable inside a standard chamber

The EchoShore®-TX leak analysis service is managed by us. Our staff and automated software tools conduct the leak monitoring and will provide email or SMS text message alerts to Fort Lauderdale-defined users when a leak is detected. Access to the EchoShore®-TX web user interface is included with the leak monitoring service. The EchoShore®-TX web user interface provides access to the history of all leak detection readings completed, the current system status, and information about past leak investigations.



Figure 9: EchoShore®-TX Web User Interface

### Pipeline Monitoring Capability

In order to driver the most value from the EchoShore®-TX platform, additional sensors can be added to the EchoShore®-TX system to monitor other water quality parameters such as temperature, static pressure, flow velocity, or others. Each EchoShore®-TX node has 2 additional sensor input ports for expansion capabilities. These ports accept a 4-20 mA signal and the node can be configured to read the type of sensor specified by the end user. Costs associated with supplying, installing, and meeting the power requirements of water quality monitoring sensors are in addition to the EchoShore®-TX base cost for leak monitoring.



Figure 10: Chart of Recent Temperature Monitoring Readings

## 4 REFERENCES

### LAS VEGAS VALLEY WATER DISTRICT (LVVWD)

LVVWD is a not-for-profit agency that began providing water to Las Vegas Valley in 1954. The Water District helped build the city's water delivery system and now provides water to more than 1 million people in Southern Nevada. LVVWD has adopted several Echologics technologies to improve their asset management processes, including the EchoShore-TX system.

LVVWD deployed the EchoShore-TX permanent leak detection platform to monitor selected critical transmission pipes underneath and nearby the famous las vegas strip. The EchoShore platform has identified several leaks for Vegas and enabled ongoing monitoring of potential leaks to be addressed during future planned repair work. LVVWD have 23 EchoShore-nodes installed and being monitored daily.

**Contact:**

Ryan Benner, P.E. Senior Maintenance Engineer

Email: [ryan.benner@lvvwd.com](mailto:ryan.benner@lvvwd.com)



the

TX

*EchoShore-TX node integrated into an above ground chamber in Las Vegas*

### CITY OF PHILADELPHIA

In order to meet the City of Philadelphia's needs for an array of leak detection and condition assessment services, Echologics provided EchoShore-TX Transmission pipe leak monitoring service.

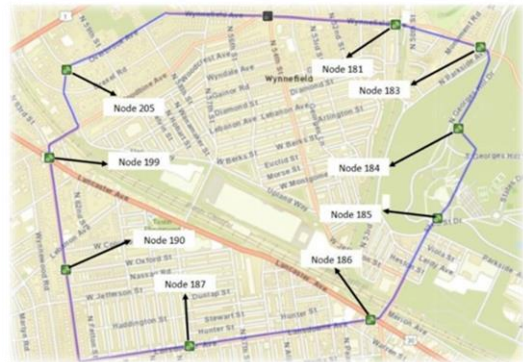
The scope of work for this project involved: Design, Installation, Commissioning, and Monitoring of 10 EchoShore-TX nodes in an area between 2 pressure zones with no storage.

A total of 10 nodes were installed covering 24,000 feet of pipeline. To date no leaks have formed on this pipeline.

**Contact:**

Brendan Reilly, Water Conveyance Chief

Email: [brendan.reilly@phila.gov](mailto:brendan.reilly@phila.gov)



*Diagram of EchoShore-TX leak monitoring network deployed in Philadelphia*

### EAST BAY MUNICIPAL UTILITY DEPARTMENT (EBMUD)

The EBMUD is a public utility in Oakland California, USA. EBMUD previously experienced leak of chlorinated water into freshwater bodies. California's environmental regulator imposed penalties to ensure that EBMUD protected freshwater bodies and prevented leaks of potable water into surface water go-forward.

Determined to prevent future distribution main breaks that could potentially result in environmental harm, EBMUD engaged Echologics to deploy their EchoShore acoustic leak detection system specifically designed for monitoring water distribution mains as part of the regulatory mitigation plan to prevent further environmental damage.

EBMUD has committed to investments totalling over \$4 Million USD inclusive of a doubling in leak monitoring network coverage to be completed in 2020. As of May 2020, approximately 1,000 EchoShore-DX nodes are deployed and have detected over 190 emerging leaks.

**Contact:**

Clifford Chan, Director of Operations & Maintenance

Email: [Clifford.Chan@eastbaymud.com](mailto:Clifford.Chan@eastbaymud.com)

## **5 MINORITY/WOMEN (M/WBE) PARTICIPATION**

N/A. Echologics is not a Minority or Women-Owned business.

## **6 SUBVENDORS**

N/A. Echologics will be performing the entire scope of work.

## 7 REQUIRED FORMS

### a. Proposal Certification

### b. Cost Proposal

Table 3: Leak Monitoring System Pricing Information

Item	Description	Cost	Quantity	Total
1a	LEAK MONITORING Equipment - EchoShore-DX	\$1,120.00	81	\$90,720.00
1b	LEAK MONITORING Equipment - EchoShore-TX	\$12,200.00	3	\$36,600.00
2a	LEAK DETECTION MONITORING SERVICES ANNUAL - EchoShore-DX	\$102.90	81	\$8,334.90
2b	LEAK DETECTION MONITORING SERVICES ANNUAL - EchoShore-TX	\$3,060.00	3	\$9,180.00
3a	Monthly recurring data transmission fees, (per data logger actively deployed) x 12 - EchoShore-DX	Included	1	-
3b	Monthly recurring data transmission fees, (per data logger actively deployed) x 12 - EchoShore-TX	Included	1	-
4a	Set-Up fee charge to relocate units (per unit) - EchoShore-DX	\$160.00		-
4b	Set-Up fee charge to relocate units (per unit) - EchoShore-TX	\$500.00		-
<b>Total Project Cost</b>				<b>\$144,834.90</b>

The pricing is in United States Dollars and valid for one hundred twenty days. Prices do not include any applicable taxes. Product prices are FOB Echologics. The prices listed include onsite system installation. Should any civil works or traffic control be required for installation, this would be the responsibility of the City of Fort Lauderdale.

### c. Non-Collusion Statement

### d. Non Discrimination Certification Form

### e. Local Business Preference (LBP)

### f. Disadvantaged Business Enterprise Preference (DBEP)

### g. Contract Payment Method

### h. E-Verify Affirmation Statement

### i. Sample Insurance Certificate

### j. W-9 for Proposing Firm

### k. Active Status Page for Division of Corporations – Sunbiz.org

**k. Active Status Page for Division of Corporations – Sunbiz.org**

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Echologics, LLC EIN (Optional): 27-4522219

Address: 1200 Abernathy Rd. NE, Ste. 1200

City: Atlanta State: GA Zip: 30328

Telephone No.: 800-423-1323 FAX No.: 905-612-0201 Email: jagreen@muellerwp.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	1/28/2022				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

Please refer to page 21 of our response


The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Eric Stacey  
Name (printed)

  
Signature

2/23/2022  
Date

VP & General Manager  
Title

Revised 4/28/2020



**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).  
  
3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**



**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

  
Authorized Signature

VP & General Manager, Echologics  
Title

Eric Stacey  
Name (Printed)

2/23/2022  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.



Authorized Signature

Eric Stacey

Print Name and Title

2/23/2022

Date

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for the Local Business Preference Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE**

**AT THE FOLLOWING LINK:** [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City, **and** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
2. Class B Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
3. Class C Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

(1)   
(Business Name)

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(2)   
(Business Name)

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(3)   
(Business Name)

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.

(4)   
(Business Name)

is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5)   
(Business Name)

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)   
(Business Name)

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:   
PRINT NAME

SIGNATURE

DATE

Forms Non-ISO – Revised 7/2/2021



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:** [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-185EQOPDIBUEN&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true)

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

N/A

(1)   
(Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)   
(Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)   
(Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)   
(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)   
(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)   
(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:



PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021



### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

- MasterCard
- Visa

Echologics, LLC  
 Company Name

Eric Stacey  
 Name (Printed)

2/23/2022  
 Date

*Eric Stacey*  
 Signature

VP & General Manager, Echologics  
 Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (404) 923-3700 USI Insurance Services LLC 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328	<b>CONTACT NAME:</b> Kristin Dempsey <b>PHONE (A/C, No, Ext):</b> 470-875-0343 <b>E-MAIL ADDRESS:</b> kristin.dempsey@usi.com	<b>FAX (A/C, No):</b> 877-362-9069
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mueller Water Products, Inc. Echologics, LLC 1200 Abernathy Road, NE Suite 1200 Atlanta, GA 30328	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> National Union Fire Ins. Co. of Pittsburgh, PA	19445
	<b>INSURER C:</b> ACE Fire Underwriters Ins. Co.	20702
	<b>INSURER D:</b> Indian Harbor Insurance Company	36940
	<b>INSURER E:</b> Certain Underwriters at Lloyds of London	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 15452701**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG72497272	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR/Deductible \$ 25,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25559393	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			66323351	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC68909983 (AOS) SCFC6891002A (WI)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O PL-Primary			MTP004231008	10/01/2021	10/01/2022	Limit: \$5,000,000 SIR: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER**

For Information Only  
 Echologics, LLC  
 1200 Abernathy Road, NE Suite 1200  
 Atlanta, GA 30328

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Certificate of Insurance (Con't)

## OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
E	Pollution			ENVP000033721	10/01/2021	10/01/2022	\$10,000,000 pollution legal liability
							\$10,000,000 general aggregate
							SIR \$25,000

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Mueller Water Products, Inc.</u></p> <p><b>2</b> Business name/disregarded entity name, if different from above <u>Echologics LLC</u></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input checked="" type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) <u>D</u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <u>1200 Abernathy Road, Suite 1200</u></p> <p><b>6</b> City, state, and ZIP code <u>Atlanta, GA 30328</u></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>										
OR										
<b>Employer identification number</b>										
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2	0	-	3	5	4	7	0	9	5	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**     Signature of U.S. person ▶ Donna Raines

Date ▶ January 3, 2022

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
ECHOLOGICS, LLC

### Filing Information

**Document Number** M13000006213  
**FEI/EIN Number** 27-4522219  
**Date Filed** 10/01/2013  
**State** DE  
**Status** ACTIVE

### Principal Address

21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Changed: 04/22/2021

### Mailing Address

1200 Abernathy Rd., NE  
Suite 1200  
Atlanta, GA 30328

Changed: 04/22/2021

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title Assistant Secretary

Smucygz, Barbara  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Assistant Secretary

Carroll, Chason

21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Controller

Bloomfield, Richard  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Director, Business Development

Marciszewski, John  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Senior Vice President, Engineering

Takeuchi, Kenji  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title VP

Raines, Donna  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title VP

Rust, Lowell  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Vice President and General Manager

Stacey, Eric  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Senior Vice President, Sales & Marketing

Mize, Chad D.  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Senior Vice President, Human Resources

Helms, Todd P.  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title President

Hall, J. Scott  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Executive Vice President, General Counsel and Corporate Secretary

Heinrichs, Steven S.  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Executive Vice President and Chief Financial Officer

Zakas, Marietta Edmunds  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Assistant Treasurer

Bourne, Nancy  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

Title Treasurer

Cunningham, Michelle  
21 Randolph Ave.  
Suite 301  
Toronto, Ontario M6P 4G4 CA

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2019	02/09/2019
2020	05/01/2020
2021	04/22/2021

#### Document Images



<a href="#">04/22/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/01/2013 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

## Question and Answers for Bid #12619-125 - Water Leak Detection And Monitoring System

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Feb 14, 2022 5:00:00 PM EST

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Echologics, LLC  
1200 Abernathy Road NE, Suite 1200  
Atlanta, GA 30328  
(Incorporated in Delaware)

### OWNER:

(Name, legal status and address)

City of Fort Lauderdale, Florida  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

### SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company (Incorporated in Illinois)  
9025 N. Lindbergh Drive  
Peoria, IL 61615  
**Mailing Address for Notices**  
9025 N. Lindbergh Drive  
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Five Percent of Total Amount Bid (\$ 5% of Total Amount Bid)

### PROJECT:

(Name, location or address, and Project number, if any)

Water Leak Detection and Monitoring System  
City of Fort Lauderdale, Florida  
Solicitation 12619-125

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of February, 2022.



(Witness) Steve Heinrichs, *for*



(Witness) John E. Genet

Echologics, LLC

(Principal)

(Seal)

By:

*Michelle Cunningham*  
(Title) Michelle Cunningham, Treasurer

RLI Insurance Company

(Surety)

(Seal)

By:

*Frank Kinnett*  
(Title) Frank Kinnett, Attorney-in-Fact (FL License #P085719)

**Surety Acknowledgment**


**State of Georgia**

**County of Dekalb**

On this 18<sup>th</sup> day of February, 2022, before me **Danielle K. Ashby**, a Notary Public in and for said County, personally appeared **Frank Kinnett**, personally known to me, who being by me duly sworn did say that he is the aforesaid Attorney-in-Fact of the RLI Insurance Company, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:  
August 16<sup>th</sup>, 2022

  
\_\_\_\_\_  
Danielle K. Ashby, Notary Public



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

John E. Genet, Jarrod Hitt, Frank Kinnett, jointly or severally  
\_\_\_\_\_  
\_\_\_\_\_

in the City of Atlanta, State of Georgia its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of June, 2020.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 2nd day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of February, 2020.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



## STANDARD WARRANTY STATEMENT

### **Service Warranty.**

ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, SELLER HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT SELLER'S OPTION, RE-PERFORMANCE OF THE SERVICES OR TERMINATION OF THIS AGREEMENT AND RETURN OF THE PORTION OF THE SERVICE FEES PAID TO SELLER BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

**Equipment and Software Warranty.** Echo warrants that on the date of shipment and for a period of 12 months thereafter (the "Warranty Period"), the Equipment and Software when properly installed and operated, will perform in accordance with the specifications contained in the user documentation and will be free of any material defects in workmanship and material. Equipment and Software may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished. In the event that the Equipment and Software do not operate as specified above during the Warranty Period, Customer must notify Echo in writing prior to the expiration of the Warranty Period in order to avail of the remedies contained in this section. Upon receipt of such notification, Echo may repair or replace the Equipment and Software at no additional cost to Customer. However, any and all costs associated with uninstalling and shipping defective Software and installing replacement Software will be the responsibility of Customer. Customer agrees to furnish Provider reasonable access to such Software. If Echo cannot repair the Equipment and Software or replace it with working Equipment and Software, then Echo will refund to Customer any amounts paid by Customer for the Equipment and Software in question. This section contains Customer's entire rights and Echo's liability in the event the warranty contained in this section is not fulfilled. EXCEPT AS OTHERWISE STATED HEREIN, CUSTOMER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PHYSICAL AND MECHANICAL CONDITION, SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT AND SOFTWARE FOR ANY PURPOSE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE OR THAT THE EQUIPMENT AND SOFTWARE OR DOCUMENTATION WILL MEET CUSTOMER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE.

## End User License Agreement

THIS END USER LICENSE AGREEMENT (this “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ between **ECHOLOGICS, LLC**, a Delaware limited liability corporation having its principal offices at 1200 Abernathy Road NE, Suite 1200 Atlanta, Georgia 30328 (referred to in this Agreement as “**Provider**”), and \_\_\_\_\_ (referred to in this Agreement as “**Customer**”). This Agreement relates to and supplements the definitive agreement between Provider and Customer for the sale and provision of certain Equipment, Software and Software Services (the “**Prime Agreement**”).

### 1. DEFINITIONS.

- a. “**Documentation**” means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software and Equipment.
- b. “**Equipment**” means the products specified in the Prime Agreement.
- c. “**Software**” means the object code versions of the Software specified in the Prime Agreement.
- d. “**Software Services**” means the services specified in Appendix A.

### 2. SOFTWARE

- a. Software on Equipment License. For Equipment purchased by Customer, Provider hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, perpetual, irrevocable license to use and execute the Software embedded in the Equipment for its internal business purposes in connection with such Equipment (“**Firmware**”).
- b. Online Software Access. Subject to the terms of this Agreement and the payment of the fees specified in Section 4a herein, Provider grants to Customer, for its internal business purposes and during the term of this agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use and make available to Customer’s end-users and employees the online, hosted Software (“**Online Software**”).
- c. Restrictions. Except as specifically and expressly permitted in writing by Provider, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way

for use to create a derivative work; (iv) include or combine the Software in or with any other software; or (v) use the Software to provide processing services to third parties or on a service bureau basis. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein and with proper inclusion of Provider’s copyright notices.

d. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Provider owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Provider, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

e. Reservation. Provider reserves all rights not specifically granted under this Agreement.

3. **CONFIDENTIALITY** The Software, Equipment and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Provider and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Provider and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate,

written non-disclosure agreement exists between Provider and Customer, these terms listed herein will apply to the confidential information the parties exchange with each other.

For purposes of this Section, “party” or “parties” shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

a. **Definition of Confidential Information.** The parties understand and agree that confidential information is any and all current and future Equipment, Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired (“Confidential Information”). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information (“Recipient”) before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party (each an “Exclusion”).

b. **Obligations of Confidentiality and Remedies.** Recipient agrees to protect the disclosing party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party’s Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of

Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.

c. **Term of Confidentiality Obligations.** Recipient’s duty to protect Confidential Information expires upon the date that such applicable Confidential Information becomes an Exclusion.

d. **No Warranties on Confidential Information.** Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.

#### 4. FEES AND PAYMENT

a. **Fees.** Customer shall pay the fees set forth in Appendix A.

b. **Taxes.** All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed by any authority in connection with this Agreement and with Customer’s performance hereunder.

c. **Payment.** Unless provided otherwise and agreed upon by the Parties, in writing, Customer agrees to pay all invoiced amounts due under this Agreement within thirty (30) days after the date of invoice.

#### 5. TERM; TERMINATION

a. **Term and Termination.** The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then-current Provider prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Provider may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Provider. Notwithstanding anything to the contrary, if Customer does not pay the fees specified in Section 4a hereof, Provider



may terminate this Agreement with sixty (60) days prior written notice.

b. Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, after receiving written notice, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party.

c. Effect of Termination. Upon termination of this Agreement all Customer access to Online Software shall cease.

d. Non-Exclusive Remedy. Termination of this Agreement or any license or access granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

## 6. LIMITED WARRANTIES; REMEDIES

a. Software Services. Provider shall perform the Software Services in accordance with that same or similar standard of care practiced by reasonable and prudent firms providing the same or similar services in the same geographic locality. This warranty is valid for a period of 30 days from performance of the specific Software Service ("Software Service Warranty"). If any portion of the Software Services fails to comply with this Software Services Warranty and Customer promptly notifies Provider of such non-conformance along with evidence which reasonably demonstrates the non-compliance, Provider shall promptly re-perform the non-conforming Software Services at its cost.

b. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION AND THE SOFTWARE TO BE PROVIDED BY PROVIDER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-

INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH PROVIDER EXPRESSLY DISCLAIMS.

## 7. INDEMNIFICATION.

Provider will indemnify and defend Customer from any third party claim that the Software and Equipment infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to infringement of intellectual property rights by a third party's products and software. Provider has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Equipment or Software or from any combination, operation or use of the Software or Equipment with other third party products or services. Provider's duty to indemnify under this Section is contingent upon Provider receiving prompt notice of a claim and Provider's right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Provider will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software and Equipment, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software and Equipment, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Provider's liability and responsibility for indemnifying Customer for infringement of intellectual property rights

8. LIMITATION OF LIABILITY. PROVIDER'S MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE AND SOFTWARE SERVICES IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE AND

SOFTWARE SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

9. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

10. **FORCE MAJEURE.** Any delay or failure of Provider to perform its obligations will be excused to the extent that the delay or failure was caused by an event beyond Provider's reasonable control, including, but not limitation, acts of God or the elements, civil insurrection, acts of war or terrorism, unusual health and safety situations, disease (including, but not limited to the COVID-19), epidemics, quarantine restrictions, in ability to obtain necessary labor, materials or manufacturing facilities, labor disputes, riots, boycotts, civil or military authority, transportation and/or supply distribution disruption, fires, floods, or other severe weather, governmental actions (including, but not limited to tariffs, embargos, trade war or similar charges), or another situation which by its nature could not have been reasonably foreseen by Provider.

11. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State specified in the Prime Agreement. The parties

specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

*[Signatures Appear on the Following Page]*

**EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Echologics, LLC \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Appendix A**

**Software Services**

EchoShore Dx and Tx monitoring services, as applicable.