



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#22-0542

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: September 22, 2022

TITLE: Motion Approving Agreements for Water Leak Detection and Monitoring System - FlowNetworx, Inc. d/b/a 540 Technologies and Echologics, LLC., a Subsidiary of Mueller Water Systems - \$119,527 - (**Commission Districts 2 and 4**)

Recommendation

Staff recommends the City Commission approve agreements, in substantially the form attached, for the purchase of Water Leak Detection Equipment, Software and Monitoring Service with FlowNetworx, Inc. d/b/a 540 Technologies (540 Technologies) and Echologics, LLC., a subsidiary of Mueller Water Systems (Echologics) in the initial one year amount of \$76,725 and \$42,802, respectively, and authorize the City Manager to approve two (2), one-year renewal options, in the estimated annual amount \$50,000, for a potential total contract amount of \$219,527, contingent upon appropriate of funds.

Background

The City of Fort Lauderdale is considering implementation of a passive acoustic water leak detection system that would monitor areas of its water system for leaks and notify staff when water leaks are detected. Two separate pilot study geographical areas have been identified for the two systems to continuously monitor for leak sounds. The goal of the study is to determine if either of these systems can be used to reduce water loss and costs associated with such loss through earlier detection and notification, and to provide for a more resilient and efficient water system. Through a competitive proposal process, two (2) proposers, 540 Technologies and Echologics, were selected to demonstrate their leak detection technology. The City will purchase 55 water leak detection units from 540 Technologies and 35 water leak detection units from Echologics, with associated software and monitoring services. The 540 Technologies equipment will be installed in the Harbor Beach neighborhood. The Echologics equipment will be installed in the Central Beach area.

The Request for Proposals (RFP) No. 12619-125 provisions to purchase Leak Monitoring Equipment (data logger, antenna, valve covers, adapters) as a single purchase. The Leak Monitoring Equipment requires annual monitoring services and licensing fees, and

monthly recurring data transmission fees. Pursuant to section 2.34, these recurring fees will commence upon the purchase and installation of the Leak Monitoring Equipment for an initial period of one year. The City reserves the right to extend the Agreement for two additional one-year terms. The total combined annual amount of these recurring fees from 540 Technologies and Echologics are estimated at \$50,000.

The following is the timeline of the solicitation process:

- January 19, 2022 – Issued RFP 12619-125 to solicit competitive sealed proposals for an Acoustic Water Pipeline Leak Detection System technology to monitor, detect, alert, identify, locate, quantify, and report underground leaks of a municipal public water supply pipe distribution network.
- February 23, 2022 – The RFP closed with a total of seven (7) firms submitting proposals: FlowNetworx, d/b/a 540 Technologies; Core & Main; McKim & Creed, Inc.; Echologics, LLC, a subsidiary of Mueller Water Products; Multi-Services Sales Group.; Ferguson Enterprises; and Environmental MD.
- March 28, 2022 – The Evaluation Committee (Committee) initially met with the procurement specialist to evaluate the proposals. The firms were ranked based on the evaluation criteria shown in the table below.

Recurring Monthly Unit Services Fees, Software Fees, Other Charges	15
Vendor Product Communication Software Platform, Interface, Usability	15
Vendor Value Added Services for Leak Detection Assistance	15
Product Functionality, Scalability, Configurability, Use, and Durability	20
References	5
Total Project Cost	30
TOTAL PERCENT AVAILABLE	100%

- The top four (4) proposers were shortlisted and invited to make presentations. On April 27, 2022, the Committee heard presentations and scored on final ranking. The Committee determined the two highest, responsive and responsible ranked firms to be FlowNetworx, d/b/a 540Technologies and Echologics, LLC., a subsidiary of Mueller Water Systems. None of the firms that responded indicated to be a Disadvantaged Business Enterprise (DBE) firm.

VENDOR	RANKING
FlowNetworx, Inc., d/b/a 540 Technologies	1
Echologics, LLC., subsidiary of Mueller Water Systems	2
McKim & Creed	3
Core & Main	4

Resource Impact

There is a fiscal impact to the City in the amount of \$119,527 for the purchase of the water leak detection equipment and first year monitoring fees, services and licensing fees, and monthly recurring data transmission fees. Funds for this purchase, in the total amount of \$119,527, are available in the FY 2022 Operating Budget in the account listed below. Future years' expenditures are contingent upon the approval and appropriation of the annual budgets.

Funds available as of 9/8/2022					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
450-PBS660601-3946	Installation/Repairs Operations	Services/Materials/ Tools/Equip < \$5000	\$816,659	\$768,833	\$119,527
TOTAL AMOUNT ►					\$119,527

Strategic Connection

This item is a *2022 City Commission Top Priority*, advancing its Infrastructure and Resilience

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready*.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

The Infrastructure Focus Area

- Goal 1: Build a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 3: Develop and maintain an adequate water supply, treatment and distribution system, which meets the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachments

Exhibit 1 - Solicitation

Exhibit 2 - FlowNetworx, Inc. d/b/a 540 Technologies Proposal

Exhibit 3 - Echologics, LLC., a subsidiary of Mueller Water Systems Proposal

Exhibit 4 - Tabulation

Exhibit 5 - Agreement FlowNetworx, Inc. d/b/a 540 Technologies

Exhibit 6 - Agreement Echologics, LLC., a subsidiary of Mueller Water Systems

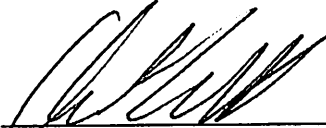
Prepared by: Fausto Vargas, Senior Procurement Specialist, Finance
Friseta Davis, Sr. Administrative Assistant, Finance

Department Directors: Alan Dodd, Public Works
Susan Grant, Finance

ASSISTANT SECRETARY CERTIFICATE
OF
ECHOLOGICS, LLC

I, Chason Carroll, the duly appointed and acting Assistant Secretary of Echologics, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Company"), do hereby certify that attached hereto as Exhibit A is a true, correct and complete copy of certain resolutions duly adopted by the Sole Member of the Company by Written Consent In Lieu of Meeting, effective as of July 11, 2022. Such resolutions have not been rescinded and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 2nd day of August, 2022.

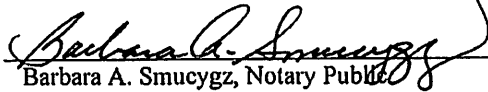


Chason Carroll
Assistant Secretary

State of Georgia
County of Fulton
On this August 2, 2022

Subscribed and sworn to before me in my Presence, this 7th day of November 2019 by
Chason A. Carroll

Personally Known - or - Produced Identification



Barbara A. Smucygz, Notary Public
My commission expires: January 15, 2023



ECHOLOGICS, LLC

RESOLUTIONS ADOPTED BY THE
SOLE MEMBER

July 11, 2022

The undersigned, being the sole member of Echologics, LLC, a Delaware limited liability company (the "Company"), hereby takes the following action and adopts the following resolution without a meeting pursuant to Section 404 of the Delaware Limited Liability Company Act and Section 12 of the Limited Liability Company Agreement of the Company:

RESOLVED, that, the following persons be, and they hereby are, removed as officers of the Company;

<u>Officer Name:</u>	<u>Title:</u>
Kenji Takeuchi	Senior Vice President, Technology Solutions
Eric Stacey	Vice President and General Manager
Nancy Bourne	Assistant Treasurer

FURTHER RESOLVED, that the following persons be, and they hereby are, elected and appointed to serve in the office(s) of the Company listed next to his or her name, each to hold such office(s) until his or her death, resignation or removal and until his or her successor is duly elected and qualified:

<u>Officer Name:</u>	<u>Title</u>
Kenji Takeuchi	Senior Vice President, Water Management Solutions
Eric Stacey	Vice President and General Manager Water Management Applications
Paul Murray	Product Line General Manager

FURTHER RESOLVED, that as a result of the approval of the above resolutions, the following constitutes all of the officers of the Company as of the date hereof:

<u>Officer Name:</u>	<u>Title</u>
Scott Hall	President
Marietta Edmunds Zakas	Executive Vice President and Chief Financial Officer
Steven Heinrichs	Executive Vice President, General Counsel and Corporate Secretary
Todd Helms	Senior Vice President, Human Resources
Chad Mize	Senior Vice President, Sales & Marketing
Kenji Takeuchi	Senior Vice President, Water Management Solutions
Suzanne Smith	Vice President and Chief Accounting Officer
Eric Stacey	Vice President and General Manager Water Management Applications
Lowell Rust	Vice President
Donna Raines	Vice President

<u>Officer Name:</u>	<u>Title</u>
Paul Murray	Product Line General Manager
Michelle Cunningham	Treasurer
Richelle Feyerherm	Controller
Chason Carroll	Assistant Secretary
Barbara Smucygz	Assistant Secretary

FURTHER RESOLVED, that all actions previously taken by any officer or any other representative or agent of the Company authorized to so act by any officer of the Company on behalf of the Company and any affiliates that would have been authorized by the foregoing resolutions, except that such actions predated such resolutions, be, and each of them hereby is, authorized, adopted, ratified, confirmed, and approved in all respects as acts and deeds of the Company.

labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **September 22, 2022 and shall end on September 21, 2023. The City reserves the right to extend the Agreement for two (2) additional one-year terms**, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

**AGREEMENT FOR
WATER LEAK DETECTION AND MONITORING SYSTEM**

THIS AGREEMENT for Water Leak Detection and Monitoring System, made this 22nd day of September 2022, is by and between the City of Fort Lauderdale, a Florida municipality (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Echologics, LLC, a **limited liability company** (“Contractor,” or “Parties”), whose address and phone number are: 1200 Abernathy Road, NE, Suite 1200, **Atlanta, Georgia 30328**, Phone: 800-423-1323, Email: jagreen@muellerwp.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City Water Leak Detection and Monitoring System (“Work”), and the City and the Contractor further covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Solicitation No. 12619-125, Water Leak Detection and Monitoring System, including any and all addenda, prepared by the City of Fort Lauderdale (“RFP” or “Exhibit A”).
- (2) The Contractor’s response to the RFP, dated February 23, 2022 (“Exhibit B”).
- (3) Contractor final quote (“Exhibit C”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated September 22, 2022, and any attachments
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause,

such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage

to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective

immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations,

agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances (“Force Majeure”)

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, pandemic, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a

period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
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.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI DD. in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

DRS
David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE

By: [Signature]
Greg Chavarria
City Manager

Date: 5/11/2023

Approved as to form:
~~Alain E. Boileau, City Attorney~~
Wayne M. Spence, Interim City Attorney

By: [Signature]
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

[Signature]
Signature
Emily Boneracayan
Print Name

[Signature]
Signature
Tobi Attawabum
Print Name

Echologics, LLC

By: [Signature]
ERIC STACEY, VP/GM



(CORPORATE SEAL)

STATE OF Tennessee :
COUNTY OF Hamilton :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of February, 2023, by Eric Stacey, VP/GM for Echologics, LLC, a limited liability company.



Stacey Cruise
(Signature of Notary Public - State of Florida)
Tennessee (SC)

Stacey Cruise
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

STACEY CRUISE
NOTARY PUBLIC
EXPIRES JANUARY 5, 2025
STATE OF TENNESSEE

Friseta Davis

From: Alisha Auth
Sent: Friday, April 7, 2023 11:29 AM
To: Friseta Davis
Cc: James Hemphill
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Bond
Attachments: K40220161 City of Fort Lauderdale P&P Bond 02.10.2023 (Certified Copy).pdf; Screenshot of filing record.jpg; DOC040723.pdf

Good morning,

The surety company meets the City's AM Best requirements and is approved.

Thanks!

Alisha Auth, ARM, AIC

City of Fort Lauderdale | Human Resources Department | Risk Management Division
100 N. Andrews Avenue, 3rd Floor | Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov | Phone: (954) 828-5179 | Fax: (954) 828-5439

#WeAreFTL

The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Friday, April 7, 2023 11:09 AM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Cc: James Hemphill <JHemphill@fortlauderdale.gov>
Subject: 12619-125-2 Water Leak Detection And Monitoring System - Bond

Alisha,

Please review and approve the attached.

Thank you,

Friseta Davis

Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
Integrity – Compassion - Accountability - Respect – Excellence

PLEASE NOTE: *Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.*



ARE YOU
SOFTWARE SYSTEM.

COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Wednesday, March 8, 2023 10:25 AM
To: Friseta Davis <FDavis@fortlauderdale.gov>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Hi Friseta:

Please see attached a certified copy of the bond as recorded in Broward County, Florida. I also attached a screenshot showing the results of the official Broward County online records search which can be used as additional filing verification.

I'll have the hardcopy forwarded to your office.

Thank you for your support and patience on this.

Regards,
Tobi

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Tuesday, February 21, 2023 9:01 AM
To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution
Importance: High

CAUTION: This email originated externally

Tobi,

The signature page was received. Please send the recorded bond as soon as possible, so that I may attain Risk approval and send the agreement for execution.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.](#)

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Thursday, February 16, 2023 11:41 AM
To: Friseta Davis <FDavis@fortlauderdale.gov>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Hi Friseta:

Two copies of the Agreement have been dispatched to your office. I'll let you know as soon as the bond has been dispatched as well.

Thanks,
Tobi

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Wednesday, February 15, 2023 8:13 AM
To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

CAUTION: This email originated externally

Tobi,

Please mail the original.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU **COMPETING FOR CITY BUSINESS?** [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.](#)

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Tuesday, February 14, 2023 5:01 PM
To: Friseta Davis <FDavis@fortlauderdale.gov>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Hi Friseta:

Please see attached the attestation page now executed and notarized in accordance with your instructions.

Our Team is also close to finalizing the recording of the Bond. As I understand, the bond has to be hand delivered or mailed in for filing, and the process of hand delivering it is underway.

I'll be sure to keep you informed as soon as it is ready.

Thanks,
Tobi

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Wednesday, February 1, 2023 4:45 PM
To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution
Importance: High

CAUTION: This email originated externally

Tobi,

Unfortunately, crossing out state of and county of and putting in Ontario County when the notary is physically in the state of Georgia is unacceptable. There are 2 options to getting the signature page done.

1. If the Notary is physically in the state of Georgia and Eric is in Canada, the Notary may do an online notary.
2. If the Notary is on Canada with Eric, they would have to go to the US Embassy to notarize, stamp and seal.

Please redo the signature page with one of the above options. Also, please let us know what is happening with the Bond.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.](#)

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Tuesday, January 24, 2023 11:51 AM
To: Friseta Davis <FDavis@fortlauderdale.gov>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Thank you, Friseta.

I look forward to your feedback.

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Monday, January 23, 2023 3:42 PM
To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

CAUTION: This email originated externally

Tobi,

I will let you know as soon as I get a response from Legal.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU **COMPETING FOR CITY BUSINESS?** [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.](#)

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Monday, January 23, 2023 12:33 PM
To: Friseta Davis <FDavis@fortlauderdale.gov>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Hi Friseta:

Thank you for your feedback.

With respect to the Bond, I'm still awaiting an update from our Treasury department. The requirement to have the Bond recorded seems novel but we're working on it.

For the signature page, please let me know if it'll be tidier to have a notary in Toronto, Ontario notarize it. Our VP/GM who executed the document was in Atlanta at the time he executed it but inputted Toronto, Ontario as that's the location he primarily works from.

Thanks,
Tobi

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Thursday, January 19, 2023 10:20 AM
To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Cc: Corey Keefer <ckeefer@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; James Hemphill <JHemphill@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

CAUTION: This email originated externally

Tobi,

I've been trying to get an answer from Legal regarding the possible discrepancy with the signature page, but they are completely inundated with work. The potential issue is that the notary section indicates Ontario Canada and Georgia (usually the same); I'm not sure if that is acceptable and unfortunately, I have to wait for an answer.

Additionally, I still have the original bond which is not recorded; what is your Treasury department saying about this?

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU **COMPETING FOR CITY BUSINESS?** [CLICK HERE TO REGISTER](#) **IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.**

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Friday, January 6, 2023 11:24 AM
To: Friseta Davis <FDavis@fortlauderdale.gov>

Cc: Corey Keefer <ckeeper@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>

Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Hi Friseta:

Happy New Year!

Just following up to confirm if there's been any feedback from the legal department on the signature page of the Contract.

I'm also still awaiting feedback from our Treasury team on recording the Bond and should be able to provide a feedback in the coming week.

Thanks,
Tobi

From: Friseta Davis <FDavis@fortlauderdale.gov>

Sent: Monday, December 19, 2022 9:21 AM

To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>

Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

CAUTION: This email originated externally

Tobi,

I'm waiting for Legal to let me know if the signature page is ok.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
Integrity – Compassion - Accountability - Respect – Excellence

PLEASE NOTE: *Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.*



**ARE YOU
SOFTWARE SYSTEM.**

COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT](#)

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>

Sent: Friday, December 16, 2022 2:02 PM

To: Friseta Davis <FDavis@fortlauderdale.gov>

Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Hi Friseta:

As discussed, please see attached the Attestation Page of the contract. It was executed by Eric Stacey, our VP/GM who works out of our Toronto, Ontario office.

Kindly let me know if it's all in order and I can dispatch the hard copies to your office.

Thanks,
Tobi



Tobi Atewologun
Contract Administrator

,
| muellerwp.com

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. Mueller brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, HYMAX®, i20®, Jones®, Krausz®, Mi.Net®, Milliken®, Pratt®, Pratt Industrial®, Singer®, and U.S. Pipe Valve & Hydrant. Please see muellerwp.com/brands to learn more.

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From: Friseta Davis <FDavis@fortlauderdale.gov>

Sent: Friday, December 9, 2022 3:23 PM

To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>

Cc: Garry Brandy <GBrandy@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>; Alison McPherson <AMcPherson@muellerwp.com>; Tobi Atewologun <TAtewologun.ctr@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; Corey Keefer <ckeefer@muellerwp.com>

Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

CAUTION: This email originated externally

Tobi,

As discussed, attached is the revised agreement with the correction to the Contractor's response date. The contract term will remain as is, as that is the date of commission; work may begin upon written receipt of the notice to proceed.

Please execute and return all applicable documents as soon as possible.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Friseta Davis
Sent: Thursday, December 8, 2022 11:48 AM
To: jagreen@muellerwp.com
Cc: Garry Brandy <GBrandy@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Eric,

Not sure if you received the original email sent below, can you please give me an update on the execution of this agreement, bond and insurance. I also left you a voice mail today at your ext. 4562.

Thank you,

Friseta Davis
Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Friseta Davis
Sent: Wednesday, October 12, 2022 4:12 PM
To: jagreen@muellerwp.com
Cc: Fausto Vargas <FVargas@fortlauderdale.gov>; Kymberly Holcombe <KHolcombe@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Good afternoon,

The attached Contract requires the signature of the CFO. You are required to execute and return the original of the specified page of the contract within **ten (10) days** after receipt.

Instructions:

1. Please do not alter this agreement in any way.
2. Please print out page 17 (**single-sided is required**) and complete it as noted on the Vendor's signature page of the contract. Only return the specified page.
3. If possible, please use blue ink.
4. **ALL SECTIONS MUST BE COMPLETED**, including the Witness (2) and Notary sections (including "physical presence or online notarization"), as well as the application of the corporate seal if one is available.
5. Please scan and return the executed page for review, prior to mailing the original.
6. Once approved, please **mail or hand-deliver the original** agreement to my attention at the address listed below.

Once fully executed by the City, a copy will be emailed to you.

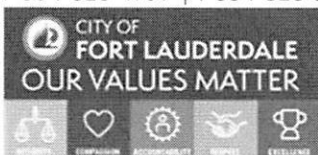
If you have any questions regarding this process, please feel free to give me a call at 954-828-4797 or email me.

Thank you in advance for completing this contract in a timely manner.

Friseta Davis

Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov



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**ARE YOU
SOFTWARE SYSTEM.**

COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT](#)

**SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES**

THIS IS A SURETY BOND given by Echologics, LLC the "Contractor" as principal, referred to in this Bond as "Contractor" and Federal Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$42,802.00 Forty-Two Thousand Eight Hundred and Two Dollars

for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name: CITY OF FORT LAUDERDALE
a municipal corporation of the State of Florida

Owner Address and Telephone: City Hall, Public Works Department
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 828-5772

Bond No.: K40220161

Contractor Name, Address, Telephone: Echologics, LLC
1200 Abernathy Rd. NE, Ste. 1200
Atlanta, GA 30328
(800) 423-1323

Surety Company, Address, Telephone Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
(215) 640-1000

Bid No. & City Project No.: RFP 12619-125

Name of Project: Water Leak Detection And Monitoring System

Project Location: City of Fort Lauderdale

Legal Description and Street Address This project is located at Central Beach Alliance – Fort Lauderdale.

Description of Work Vendor(s) shall supply and train City staff on proper placement of Acoustic Detectors, loggers, strategically within a study area to listen for noise frequencies associated with a water leak. It is the intent of the request for solution from vendors that incorporates portability with data loggers that can be placed permanently to continuously monitor a specific area and/or placed temporarily to monitor an area for a period, then remove the loggers to a new study area. Loggers shall be capable of programed scan times, portability, and long usable life.

"Contractor" is bound by an instrument in writing dated the 22nd day of September, 2022, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish

SB-1

255.05 Bond Form, Rev. 10/21/05



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 07 day of March, 2023 County Administrator.
By: Broward County Deputy Clerk
0c11e315-e324-40ed-b6a5-7b1a3c8e01a8 Page 1 of 4

labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 10th day of February, 2023.

SB-2

255.05 Bond Form, Rev. 10/21/05



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.

Dated this 07 day of March, 2023 County Administrator.

By: Broward County Deputy Clerk

0c11e315-e324-40ed-b6a5-7b1a3c8e01a8 Page 2 of 4

Signed, sealed and delivered
in the presence of:

Theresa A. Sarubbi
(Witness) Signature

Theresa A. Sarubbi
(Witness) Print Name

John E. Genet
(Witness) Signature

John E. Genet
(Witness) Print Name

CONTRACTOR Echologics, LLC

Marietta Edmunds Zakas (SEAL)

Marietta Edmunds Zakas, EXEC VP & CFO (SEAL)
Print: Name and Title

SURETY: Federal Insurance Company

Frank Kinnett (SEAL)
Local Agent

Frank Kinnett, Attorney-in-Fact (FL License #PC85719) (SEAL)
Print: Name and Title



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **John E. Genet, Jarrod N. Pitt, Frank Kinnert and Molly Speranza** of Atlanta, Georgia-----

to be their true and lawful Attorneys-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10th** day of **November, 2021**.

Dawn M. Chiorio
Dawn M. Chiorio, Assistant Secretary

Stephen M. Haney
Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS

On this **10th** day of **November, 2021** before me, a Notary Public of New Jersey, personally came **Dawn M. Chiorio** and **Stephen M. Haney**, to me known, to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Dawn M. Chiorio** and **Stephen M. Haney**, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and knew the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notary Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2024

Katherine J. Adelaar
Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009.

RESOLVED that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise, to the extent that such action is also covered by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person to the attorney-in-fact of the Company with full power and authority to execute for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation, pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile to such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and the Resolution shall not limit or restrict the exercise of any such power or authority in any way not herein provided for.

I, **Dawn M. Chiorio**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect;
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **10th** day of **February, 2023**.



Dawn M. Chiorio
Dawn M. Chiorio, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS AND ALL OTHER PUBLIC RECORDS OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone: (408) 605-2483 Fax: (408) 605-2484 e-mail: surety@chubb.com

Continued: FED-V-C-20-WFIC-APIC (rev. 11-19)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 07 day of March, 2023 County Administrator.
By: Broward County Deputy Clerk
0c11e315-e324-40ed-b6a5-7b1a3c8e01a8 Page 4 of 4

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES

THIS IS A SURETY BOND given by Echologics, LLC the "Contractor" as principal, referred to in this Bond as "Contractor" and Federal Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$42,802.00 Fourty-Two Thousand, Eight Hundred and Two Dollars for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name: CITY OF FORT LAUDERDALE
a municipal corporation of the State of Florida

Owner Address and Telephone: City Hall, Public Works Department
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 828-5772

Bond No.: K40220161

Contractor Name, Address, Telephone: Echologics, LLC
1200 Abernathy Rd. NE, Ste. 1200
Atlanta, GA 30328
(800) 423-1323

Surety Company, Address, Telephone Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
(215) 640-1000

Bid No. & City Project No.: RFP 12619-125

Name of Project: Water Leak Detection And Monitoring System

Project Location: City of Fort Lauderdale

Legal Description and Street Address This project is located at Central Beach Alliance – Fort Lauderdale.

Description of Work Vendor(s) shall supply and train City staff on proper placement of Acoustic Detectors, loggers, strategically within a study area to listen for noise frequencies associated with a water leak. It is the intent of the request for solution from vendors that incorporates portability with data loggers that can be placed permanently to continuously monitor a specific area and/or placed temporarily to monitor an area for a period, then remove the loggers to a new study area. Loggers shall be capable of programed scan times, portability, and long usable life.

"Contractor" is bound by an instrument in writing dated the 22nd day of September, 2022, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish

labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 10th day of February, 2023.

Signed, sealed and delivered
in the presence of:

Theresa A. Sarubbi
(Witness) Signature

Theresa A. Sarubbi
(Witness) Print Name

John E. Genet
(Witness) Signature

John E. Genet
(Witness) Print Name

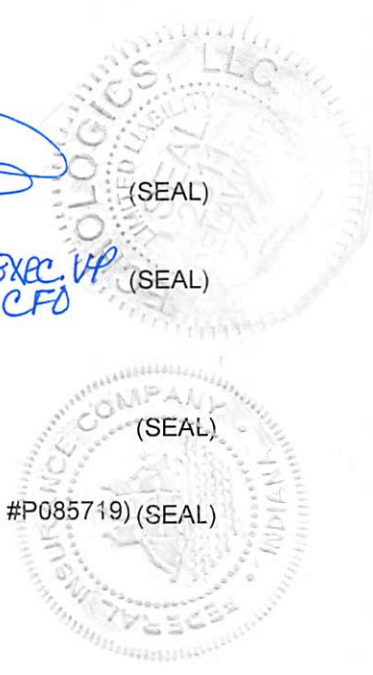
CONTRACTOR: Echologics, LLC

Marietta Edmunds Zakas (SEAL)
Marietta Edmunds Zakas, EXEC. VP & CFO (SEAL)
Print Name and Title

SURETY: Federal Insurance Company

Frank Kinnett (SEAL)
Local Agent

Frank Kinnett, Attorney-in-Fact (FL License #P085719) (SEAL)
Print Name and Title





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint John E. Genet, Jarrod N. Hitt, Frank Kinnett and Molly Speranza of Atlanta, Georgia-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of November, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 10th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

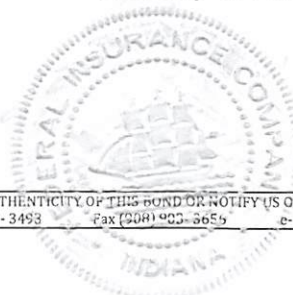
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 10th day of February, 2023.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (208) 925-6655 e-mail: surety@chubb.com

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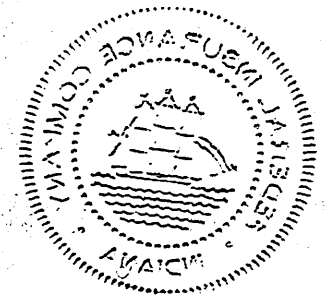
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Friseta Davis

From: Alisha Auth
Sent: Friday, December 23, 2022 3:54 PM
To: Friseta Davis
Cc: James Hemphill
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution
Attachments: lyoc_15638537_U84A749M.pdf; Fort Lauderdale Contract Bond 12.12.2022.pdf; 12619-125-2 - Echologics, LLC., a subsidiary of Mueller Water Systems Agreement - Final.pdf; 12619-125-2 - Echologics, LLC., a subsidiary of Mueller Water Systems Agreement - Final.pdf
Categories: Red Category

Hi Friseta,

The insurance meets the minimum requirements outlined in the agreement and is approved.

Thank you.

Alisha Auth, ARM

City of Fort Lauderdale | Human Resources Department | Risk Management Division
100 N. Andrews Avenue, 3rd Floor | Fort Lauderdale, Florida 33301
Email: aaauth@fortlauderdale.gov | Phone: (954) 828-5179 | Fax: (954) 828-5439



The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Monday, December 19, 2022 9:04 AM
To: Alisha Auth <AAAuth@fortlauderdale.gov>
Cc: James Hemphill <JHemphill@fortlauderdale.gov>
Subject: FW: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Alisha,

Please review the attached. Please note that I rejected the bond because it was not recorded.

Thank you,

Friseta Davis

Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division

PLEASE NOTE: *Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.*



ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Sent: Wednesday, December 14, 2022 9:08 AM
To: Friseta Davis <FDavis@fortlauderdale.gov>
Cc: Garry Brandy <GBrandy@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>; Alison McPherson <AMcPherson@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; Corey Keefer <ckeefer@muellerwp.com>
Subject: [-EXTERNAL-] RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Hi Friseta/James:

Please find attached a copy of the Bond instrument. The original document has been sent to your office by courier and should arrive before C.O.B. today.

Also attached is a copy of the Certificate of Insurance for the Project. I will send a copy of the executed contract in due course.

Thanks,
Tobi



Tobi Atewologun
Contract Administrator

muellerwp.com

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. Mueller brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, HYMAX®, i20®, Jones®, Krausz®, Mi.Net®, Milliken®, Pratt®, Pratt Industrial®, Singer®, and U.S. Pipe Valve & Hydrant. Please see muellerwp.com/brands to learn more.

This message contains confidential information and is intended only for the individual(s) named. If you are not a named addressee, you should not disseminate or copy this email. You cannot use or forward any attachments in the email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system.

From: Friseta Davis <FDavis@fortlauderdale.gov>
Sent: Friday, December 9, 2022 3:23 PM
To: Tobi Atewologun <TAtewologun.ctr@muellerwp.com>
Cc: Garry Brandy <GBrandy@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>; Alison McPherson <AMcPherson@muellerwp.com>; Tobi Atewologun <TAtewologun.ctr@muellerwp.com>; Ryan Smith <RYSmith@muellerwp.com>; Corey Keefer <ckeefer@muellerwp.com>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

CAUTION: This email originated externally

Tobi,

As discussed, attached is the revised agreement with the correction to the Contractor's response date. The contract term will remain as is, as that is the date of commission; work may begin upon written receipt of the notice to proceed.

Please execute and return all applicable documents as soon as possible.

Thank you,

Friseta Davis

Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
Integrity – Compassion - Accountability - Respect – Excellence

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Friseta Davis
Sent: Thursday, December 8, 2022 11:48 AM
To: jagreen@muellerwp.com
Cc: Garry Brandy <GBrandy@fortlauderdale.gov>; James Hemphill <JHemphill@fortlauderdale.gov>
Subject: RE: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Eric,

Not sure if you received the original email sent below, can you please give me an update on the execution of this agreement, bond and insurance. I also left you a voice mail today at your ext. 4562.

Thank you,

Friseta Davis

Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov
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ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Friseta Davis
Sent: Wednesday, October 12, 2022 4:12 PM
To: jagreen@muellerwp.com
Cc: Fausto Vargas <FVargas@fortlauderdale.gov>; Kymberly Holcombe <KHolcombe@fortlauderdale.gov>; Garry Brandy <GBrandy@fortlauderdale.gov>
Subject: 12619-125-2 Water Leak Detection And Monitoring System - Agreement for Execution

Good afternoon,

The attached Contract requires the signature of the CFO. You are required to execute and return the original of the specified page of the contract within **ten (10) days** after receipt.

Instructions:

1. Please do not alter this agreement in any way.
2. Please print out page 17 (**single-sided is required**) and complete it as noted on the Vendor's signature page of the contract. Only return the specified page.
3. If possible, please use blue ink.
4. **ALL SECTIONS MUST BE COMPLETED**, including the Witness (2) and Notary sections (including "physical presence or online notarization"), as well as the application of the corporate seal if one is available.
5. Please scan and return the executed page for review, prior to mailing the original.
6. Once approved, please **mail or hand-deliver the original** agreement to my attention at the address listed below.

Once fully executed by the City, a copy will be emailed to you.

If you have any questions regarding this process, please feel free to give me a call at 954-828-4797 or email me.

Thank you in advance for completing this contract in a timely manner.

Friseta Davis

Senior Administrative Assistant

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave., 6th Floor | Fort Lauderdale FL 33301
P 954-828-4797 | F 954-828-5576 | FDavis@fortlauderdale.gov



Integrity – Compassion - Accountability - Respect – Excellence

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**ARE YOU
SOFTWARE SYSTEM.**

COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT

Solicitation 12619-125

Water Leak Detection And Monitoring System

Bid Designation: Public



City of Fort Lauderdale

Bid 12619-125

Water Leak Detection And Monitoring System

Bid Number 12619-125
Bid Title Water Leak Detection And Monitoring System

Bid Start Date Jan 19, 2022 9:42:01 AM EST
Bid End Date Feb 23, 2022 2:00:00 PM EST
Question & Answer End Date Feb 14, 2022 5:00:00 PM EST

Bid Contact Fausto Vargas
Procurement Specialist
Finance - Procurement Division
fvargas@fortlauderdale.gov

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 120 days

Bid Comments The City of Fort Lauderdale seeks proposals to provide Acoustic Water Pipeline Leak Detection System technology to monitor, detect, alert, identify, locate, quantify, and report underground leaks with the municipal public water supply pipe distribution network. It is the intent of the request for proposals to enable the City to select a vendor or multiple vendors to competitively provide advanced acoustic water leak detection technology that incorporates passive leak detection data loggers, a communication network to receive the data, and back-end software to collect, interpret, and report system water leaks within the study area. The successful vendor(s) will provide demonstrable evidence of successful implementation of their technology with municipal public drinking water supply systems serving populations of over 50,000 residents within the United States.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for FIVE percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "Zoom meeting" or similar type platform by using the following information:

Topic: Water Leak Detection And Monitoring System
Time: Feb 23, 2022 02:00 PM Eastern Time (US and Canada)

Join ZoomGov Meeting
<https://fortlauderdale.zoomgov.com/j/1604256594?pwd=QU43QzArN3pRdTRrSWRWb0NLTkIKQT09>

Meeting ID: 160 425 6594
Password: 440924
Mobile Phone One-tap Dial:
 +16692545252,,1604256594#,,1#,440924# US (San Jose)
 +16468287666,,1604256594#,,1#,440924# US (New York)

Dial by your location
 +1 669 254 5252 US (San Jose)
 +1 646 828 7666 US (New York)
 +1 551 285 1373 US
 +1 669 216 1590 US (San Jose)

Meeting ID: 160 425 6594
Password: 440924
Find your local number: <https://fortlauderdale.zoomgov.com/join/1604256594>

Addendum # 1



Item Response Form

Item **12619-125-01-01 - Water Leak Detection And Monitoring System**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

City Hall
100 N. Andrews Avenue
Fort Lauderdale FL 33301
Qty 1

Description

ENTER TOTAL PROPOSAL "CONTRACT PRICE" AS STATED ON THE PRICE PROPOSAL FORMS.

NOTE: Payment on this contract will be made by Visa or Mastercard.

Proposal Bond: A bond, for five percent (5%) of the Price Proposal, shall accompany each proposal as evidence of the good faith and responsibility of the proposer.

City of Fort Lauderdale
Water Leak Detection And Monitoring System
RFP # 12619-125

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide proposals to provide Acoustic Water Pipeline Leak Detection System technology to monitor, detect, alert, identify, locate, quantify, and report underground leaks with the municipal public water supply pipe distribution network. It is the intent of the request for proposals to enable the City to select a vendor or multiple vendors to competitively provide advanced acoustic water leak detection technology that incorporates passive leak detection data loggers, a communication network to receive the data, and back-end software to collect, interpret, and report system water leaks within the study area. The successful vendor(s) will provide demonstrable evidence of successful implementation of their technology with municipal public drinking water supply systems serving populations of over 50,000 residents within the United States., in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Fausto Vargas at (954) 828-6167 or email at fvargas@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Vendors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Vendor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre- bid/proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Vendor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Vendor's work product, and agreement cannot be reached between the City and the Vendor to resolve the problem to the City's satisfaction, the City shall negotiate with the Vendor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid/proposal. The City will not accept any additional costs.

2.9 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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Vendor shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Vendor has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Vendor from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of supplying, supporting, acoustic water pipeline leak detection systems and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in Water leak detection, location, analysis, identification, water leak noise data loggers support, and related software systems support for leak detection analysis and evaluation. Project manager assigned to the work must have experience in Acoustic water leak detection, analysis, planning,

evaluation, servicing, and related software system supporting, and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL VENDORS PLEASE NOTE: Any Vendor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to 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 Proposer and evidence of employees' residence 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.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 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_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "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, 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.
- b. The term "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.
- c. The term "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.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-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.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 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 A, Class B, or Class C 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.

2.21 Protest Procedure

2.21.1 Any Bidder/Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest 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_S2-182DIREPR

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subVendor, or Vendor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 SubVendors

2.23.1 If the Vendor proposes to use subVendors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award.

The City reserves the right to approve or disapprove of any subVendor candidate in its best interest and to require Vendor to replace subVendor with one that meets City approval.

2.23.2 Vendor shall ensure that all of Vendor's subVendors perform in accordance with the terms and conditions of this Contract. Vendor shall be fully responsible for all of Vendor's subVendors' performance, and liable for any of Vendor's subVendors' non-performance and all of Vendor's subVendors' acts and omissions. Vendor shall defend, at Vendor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Vendor's subVendors for payment for work performed for the City.

2.23.3 Vendor shall require all its subVendors to provide the required insurance coverage as well as any other coverage that the Vendor may consider necessary, and any deficiency in the coverage or policy limits of said subVendors will be the sole responsibility of the Vendor.

2.24 Proposal Security

2.24.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid/proposal bond or cashier's check. Proposal security will be returned to the unsuccessful Vendor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2.24.2 BidSync allows Bidders/Proposers to submit bid/proposal bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BidSync customer care department.

2.24.3 The Proposer may choose to mail their original executed bid/proposal bond or upload the bid/proposal bond on BidSync to accompany their electronic proposal and then deliver the original, signed and sealed bid/proposal bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid/proposal security in the form of a cashier's check must be an original document and must be submitted at time of the bid/proposal due date. If choosing the cashier's check method, plan in advance to send via United States Postal Service or air freight carrier to ensure cashier's check arrives on or before bid opening/proposal closing deadline.

A. Deliver via United States Postal Service or air freight carrier to City of Fort Lauderdale City Hall, Procurement Services Division, 6th Floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

B. Include company name, solicitation number and title clearly indicated outside of the envelope.

2.24.4 Failure of the successful Proposer to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.25 Payment and Performance Bond

2.25.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.25.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.25.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Vendor to the City in the event of a material breach of this Agreement by the Vendor.

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Vendor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Vendor. The Vendor shall provide the City a certificate of insurance evidencing such coverage. The Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Vendor for assessing the extent or determining appropriate types and limits of coverage to protect the Vendor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Vendors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Vendor does not own vehicles, the Vendor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Vendor waives, and the Vendor shall ensure that the Vendor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Vendor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Vendor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Vendor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Vendor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Vendor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Vendor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Vendor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Vendor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Vendor's expense.
- 2.26.6** If the Vendor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Vendor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Vendor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Vendor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Vendor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Vendor's insurance policies.
- 2.26.10** The Vendor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Vendor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Vendor's responsibility to ensure that any and all of the Vendor's independent Vendors and subVendors comply with these insurance requirements. All coverages for independent Vendors and subVendors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Vendor.

SPECIALIZED COVERAGES

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Vendor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Vendor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Vendor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Vendor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Vendor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto

during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Vendor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Vendor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Vendor. The Vendor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Contract Period

The initial contract period shall commence upon written receipt of the notice to proceed and Purchase Order (anticipated in 2nd quarter of 2022) **and shall end one-(1) year after the written date of acceptance of all material, equipment and training. The City reserves the right to extend the Agreement for two additional one-year terms**, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of 1 (year). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.36 Service Test Period

If the Vendor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Vendor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Vendor or to select another Vendor (if applicable).

2.37 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Vendor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Vendor's performance.
- Schedule and conduct Vendor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.38 Vendor Performance Reviews and Ratings

The City Contract Coordinator may develop a Vendor performance evaluation report. This report shall be used to periodically review and rate the Vendor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and Vendor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Vendor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Vendor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Vendor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.39 Substitution of Personnel

It is the intention of the City that the Vendor's personnel proposed for the contract will be available for the contract term. In the event the Vendor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.40 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Vendor above the agreed hourly rates and related costs.

2.41 Verification of Employment Status

Any Vendor/Vendor assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Vendor to perform employment duties within Florida; and (b) all persons (including subVendors) assigned by the Vendor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.42 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Vendor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Vendor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.43 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Vendor will furnish the City's needs as they arise.

2.44 PCI (Payment Card Industry) Compliance

Vendor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Vendor and/or any subVendor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Project Definition and objective

The City of Fort Lauderdale seeks proposals to provide Acoustic Water Pipeline Leak Detection System technology to monitor, detect, alert, identify, locate, quantify, and report underground leaks with the municipal public water supply pipe distribution network. It is the intent of the request for proposals to enable the City to select a vendor or multiple vendors to competitively provide advanced acoustic water leak detection technology that incorporates passive leak detection data loggers, a communication network to receive the data, and back-end software to collect, interpret, and report system water leaks within the study area. The successful vendor(s) will provide demonstrable evidence of successful implementation of their technology with municipal public drinking water supply systems serving populations of over 50,000 residents within the United States.

The Environmental Protection Agency's (EPA) report on Water Audits and Water Loss Control for Public Water Systems [EPA, Water Audits and Water Loss Control for Public Water Systems] states that average water loss in distribution systems is 16%, 75% of which is lost through leaks. Through the acquisition and implementation of passive acoustic leak detection system(s) the City seeks to reduce water losses and the costs associated with such losses and provide for a more resilient and efficient water system. The City seeks to implement a passive acoustic leak detection system to detect leaks in the water pipe network with data reported back to a central data gathering system that can alert operators of a potential leak.

Scope of work

The City of Fort Lauderdale has a need for acoustic leak detection and monitoring system. The successful vendor(s) shall demonstrate the latest in technological advances that accurately detect, record, and transmit leaks from the field to a central data gathering system. The software technology shall be capable of filtering out unwanted background noise and report only water leaks with a high level of accuracy. The vendor/Vendor(s) shall provide reports supporting the accuracy of their technology and proven success from active, current customers. Further, open-source systems, those with the ability to accept data from competing manufacturers will be considered. The ability of a vendor's system to accept GIS mapping as a tool to better identify leaks in partnership with the City shall be noted. Back-office technologic support as a service enhancement, such as trained operators to interpret and refine leaks based upon field data is welcomed, allowing municipal staff more focus to the identified leak repair tasks. The successful vendor(s) shall identify any such enhanced services available to facilitate improved leak detection reporting accuracy and lesser staff dependency.

Vendor/Vendor(s) shall supply and train City staff on proper placement of Acoustic Detectors, loggers, strategically within a study area to listen for noise frequencies associated with a water leak. It is the intent of the request for solution from vendors that incorporates portability with data loggers that can be placed permanently to continuously monitor a specific area and/or placed temporarily to monitor an area for a period, then remove the loggers to a new study area. Loggers shall be capable of programmed scan times, portability, and long usable life. Non-metallic piping is growing in use in the City of Fort Lauderdale water distribution system. Successful vendor(s) shall identify the latest in data detection and logging technology to make this an effective tool with both non-metallic pipe as well as traditional metallic pipe widely used in public water supply systems.

Technology Selection

The City seeks the best technology and software that takes advantage of the newest advancements in this growing field of advanced acoustic water leak detection. The successful vendor(s) shall provide documentation supporting their technology in terms of the current market and advancements. Portability of the field detectors, sensitivity, functionality and compatibility with various pipe composition and size, battery life, communication methodology, ease of use, programmability, and durability are among key parameters the City will use when making choices on a technology selection

Field Application

Different technology may have different sensitivities. The vendor shall provide training to City staff to note the typical placement of optimal placement of its system within a distribution system for optimal leak detection results. Loggers may be placed underground, affixed to the operating nut of a water valve, or they may be affixed to a fire hydrant with a fitting specially designed to minimize fire departmental hydrant operations. The vendor shall provide training to City staff to identify the viability of different methodologies for logging data, and identify the ability to sense leaks on pipes from 4 inch through 54-inch. Use of additional field technology, such as the correlator, hydrophones and listening sticks to further pinpoint detected leaks should be identified by the vendor if such is recommended to lessen the chance of "dry-excavations". Partnership with local vendors, as appropriate, should be noted if such is an integral part of the vendors leak detection system process.

Cost

The vendor shall carefully and completely identify ALL costs associated with their water leak detection technology. Costs for the data loggers, any required additions, such as antennas, water valve box covers, extensions, fittings and other required as well as recommended tools to provide a complete data logger, fully functional and ready to communicate to a central data system.

Costs for any data transmissions, such a cellular, wi-fi, or other data transmitting system recommended by the vendor to fully gather data as part of the system approach of the vendor to identify leaks. Memory cards, cellular service per unit, monthly fees, set -up charges shall all be fully enumerated.

Software fees, set-up charges, monitoring fees, licenses, recurring fees, fees by outside vendors, but necessary for the functioning of the system shall all be accurately, clearly, and concisely enumerated.

Fees for GIS and leak area surveys, if offered through enhanced services shall be identified and the methodology and assessment of such fees, if any.

Any and all annual or recurring fees, special fees, and outside vendor fees for special services necessary to compliment the leak detection and locating shall be provided.

Training to set-up, install, use, strategically position loggers, and interpret sounds through the vendor software shall be included at no extra charge.

Existing site.

Please refer to the **Exhibit A** a map of the two initial proposed deployment areas.

Project Delivery and Objectives

At all times of project stages, Vendor/Vendor(s) shall act in the best interests of the City and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with the City's project requirements, time constraints, and budget. Vendor/Vendor(s) shall develop a contractually obligated overall project schedule and will be responsible for methods of installation, safety, scheduling and coordination of all steps work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule. City expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. A spirit of cooperation, collaboration, and a commitment among professional and construction services providers to work in the best interests of the project is of utmost importance.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Vendor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Vendor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of this Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional

documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Include information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

Vendor(s) shall demonstrate the latest in technological advances that accurately detect, record, and transmit leaks from the field to a central data gathering system. The software technology shall be capable of filtering out unwanted background noise and report only water leaks with a high level of accuracy. The vendor/Vendor(s) shall provide reports supporting the accuracy of their technology and proven success from active, current customers. Further, open-source systems, those with the ability to accept data from competing manufacturers will be considered. The ability of a vendor's system to accept GIS mapping as a tool to better identify leaks in partnership with the City shall be noted. Back-office technologic support as a service enhancement, such as trained operators to interpret and refine leaks based upon field data is welcomed, allowing municipal staff more focus to the identified leak repair tasks. The successful vendor(s) shall identify any such enhanced services available to facilitate improved leak detection reporting accuracy and lesser staff dependency

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 SubVendors

Proposer must clearly identify any subVendors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers 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.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

J. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer’s facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Recurring Monthly unit services fees, software fees, other charges	15%
Vendor Product Communication Software Platform, Interface, Usability	15%
Vendor Value Added Services for Leak Detection assistance	15%
Product Functionality, Scalability, Configurability, Use, and Durability	20%
References	5%
Total Project Cost	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Vendor/Vendor(s) that will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Vendor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials, parts, software licensing fees, and recurring monthly communication charges.

1)LEAK MONITORING Equipment (data logger, antenna, valve covers, adapters, components to make a complete unit)	\$
2) LEAK DETECTION MONITORING SERVICES ANNUAL – Vendor to identify service costs basis – i.e., per data logger deployed, lump sum, or other method for calculating an annual software services/licensing fee)	\$
3) Monthly recurring data transmission fees, (per data logger actively deployed) x 12	\$
4)Set-Up fee charge to relocate units (per unit)	\$
Total Project Cost	\$

Submitted by:

Name (printed)

Signature

Date

Title

Exhibit A

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
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.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

Title

Name (Printed)

Date

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

Company Name

Name (Printed)

Signature

Date

Title

**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

Print Name and Title

Date

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) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

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

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>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.**

/

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:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

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



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

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.

(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

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

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



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFP NO. 12619-125
Water Leak Detection and Monitoring System

ADDENDUM NO. 1

ISSUED: January 28, 2022

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

Map Section Missing from Exhibit A (up to Castillo Street)

All other terms, conditions, and specifications remain unchanged.

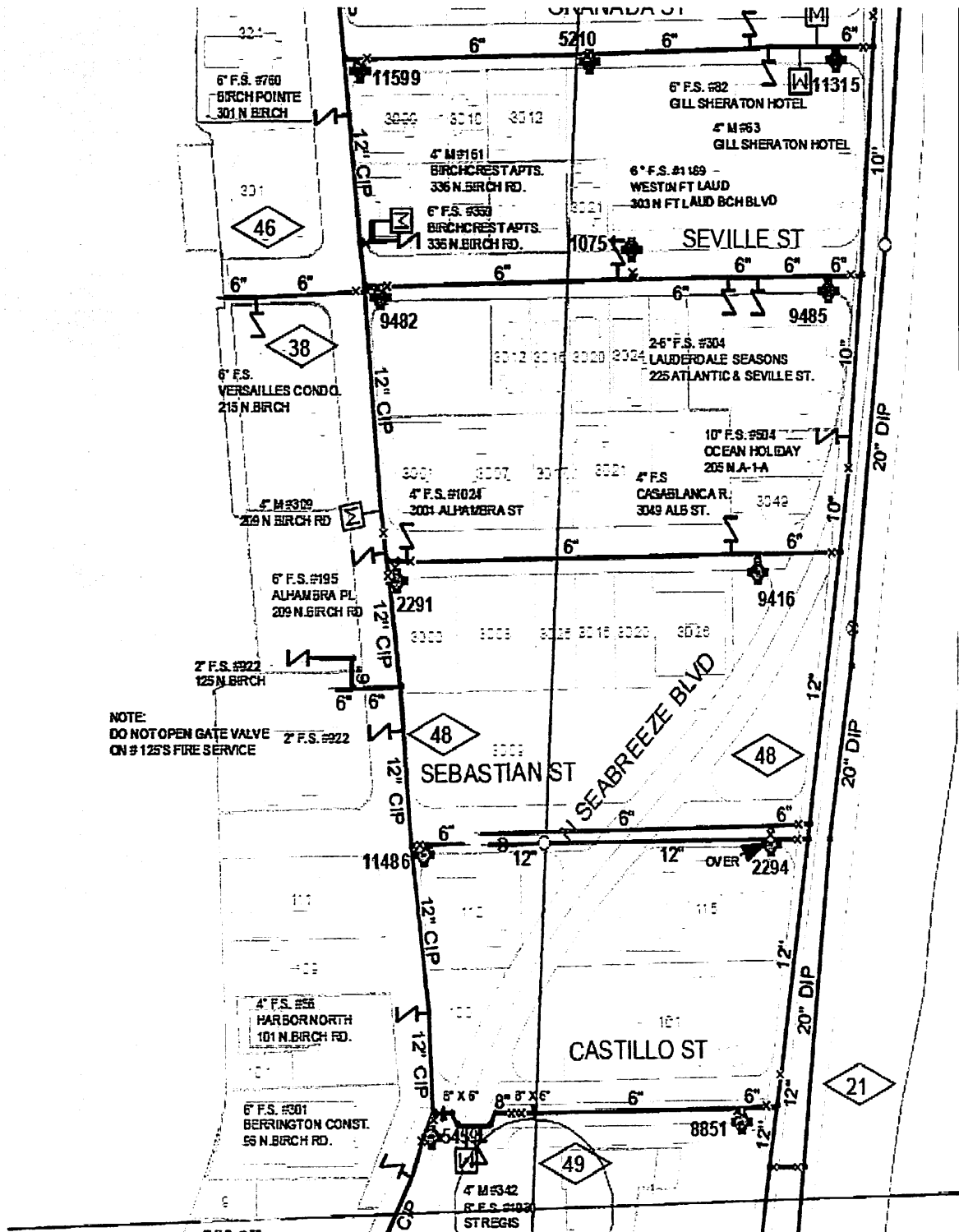
Fausto Vargas

Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



ADDENDUM 1

Question and Answers for Bid #12619-125 - Water Leak Detection And Monitoring System**Overall Bid Questions****Question 1**

Hello,

I have a question to Exhibit A. In the maps Harbor Beach HOA is clearly outlined but the Central beach Alliance seems to be cut off at the North and South side. Will this be the area that is to be covered in the trial or will we get an new map covering the missing areas?

Will both of these areas be included in the proposal or just one?

Thank you for your time.(Submitted: Jan 24, 2022 7:31:08 AM EST)

Answer

--Please review Addendum # 1

-Both areas should be included in your proposal Harbor Beach HOA and Central Beach Alliance.(Answered: Jan 28, 2022 3:52:18 PM EST)

Question 2

We would like to request a job walk with operations present onsite. Can a date and time be arranged for interested bidding parties prior to the bid date?(Submitted: Feb 11, 2022 4:21:43 PM EST)

Answer

- The project streets are public and can be walked by anyone. If the bidder has specific questions for operations, they must be written and submitted per the bid documents. A bid walk with operations is not needed and not recommended.(Answered: Feb 14, 2022 2:16:31 PM EST)

Question 3

1. Is the City of Ft. Lauderdale open to alternate Non-Revenue Water/Leak Reduction Systems for these areas?
(Submitted: Feb 14, 2022 1:39:59 PM EST)

Answer

- The City is seeking a passive acoustic leak detection system. The proposal provides for a vendor to identify enhanced services to an acoustic system to facilitate improved leak detection.(Answered: Feb 14, 2022 2:16:31 PM EST)

Question 4

2. Is the objective of the program to evaluate Leak Detection Equipment, or to search for the most effective and efficient methods of NRW reduction within the publish areas?(Submitted: Feb 14, 2022 1:40:20 PM EST)

Answer

- The solicitation is for the City to secure effective, accurate and portable leak detection equipment and advanced services to support the equipment. The goal is to use the procured equipment to identify active leaks, and to continuously monitor for system leaks.(Answered: Feb 14, 2022 2:16:31 PM EST)

Question 5

3. What is the anticipate timeframe for system installation/training? (Submitted: Feb 14, 2022 1:40:28 PM EST)

Answer

- The City anticipates implementing the actions from this solicitation before the end of 2022 and to continually invest in the technology to broaden the monitoring and detection of leaks within the distribution system (Answered: Feb 14, 2022 2:16:31 PM EST)

Question 6

4. Can the City provide information for existing access points within the system? Type of fitting, Hydrants, Blowoffs, Fitting size, etc. The Hydrophone sensor specification is 1" NP (Submitted: Feb 14, 2022 1:40:38 PM EST)

Answer

- The intent of this solicitation is to obtain equipment that can attach to existing buried water valves similar to AWWA C509 style and hydrants per AWWA C502. No other access points are anticipated with the advertised system. (Answered: Feb 14, 2022 2:42:41 PM EST)

Question 7

5. For underground locations what type of lids/enclosures should be expected? (Submitted: Feb 14, 2022 1:40:50 PM EST)

Answer

- AWWA C-104 5 1/4" Cast Iron standard water valve box covers, with typical cast iron valve box sleeve (Answered: Feb 14, 2022 2:42:41 PM EST)

Question 8

6. How many personnel will be involved in the training for this project? (Submitted: Feb 14, 2022 1:41:09 PM EST)

Answer

- The City visions a group training of up to 20 workers involved in the repair and maintenance of the distribution system. (Answered: Feb 14, 2022 2:42:41 PM EST)



Echologics, LLC
1200 Abernathy Rd, Suite 1200,
Atlanta, GA, 30328, USA

EXHIBIT B

Toll Free: 1-800-423-1323
Fax: +1.905-612-0201
www.echologics.com

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 Monitoring 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..

ECHOSHORE® PLATFORM - SYSTEM BENEFITS

- ✓ 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

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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
1200 Abernathy Rd, Suite 1200,
Atlanta, GA, 30328, USA
Andrew Green
JAGreen@muellerwp.com
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.

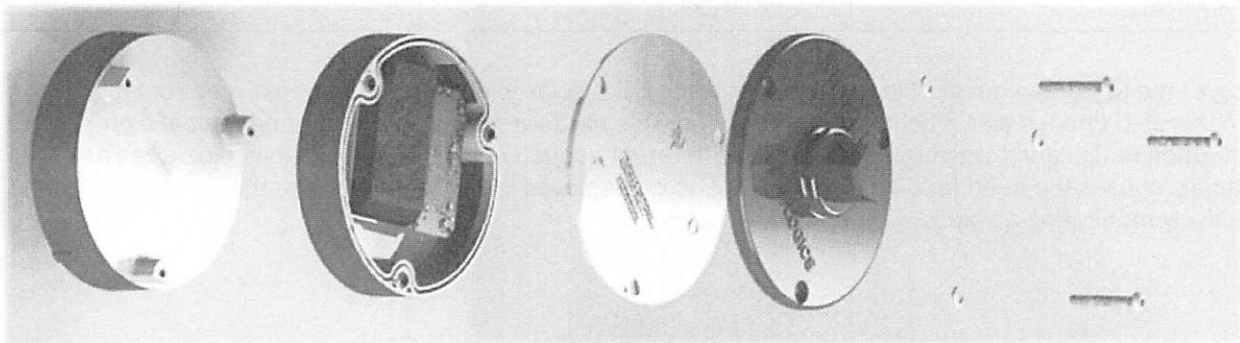


Figure 1: EchoShore®-DX Sensor Integrated Into a Custom-Made Fire Hydrant Pumper Nozzle Cap -

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 ¹	Hydrant Mounted External, Valve Mounted External
EchoShore®-TX	4"-90"	All Pipe Materials	1.5-inch NPT threaded connection to the water column
¹ 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.

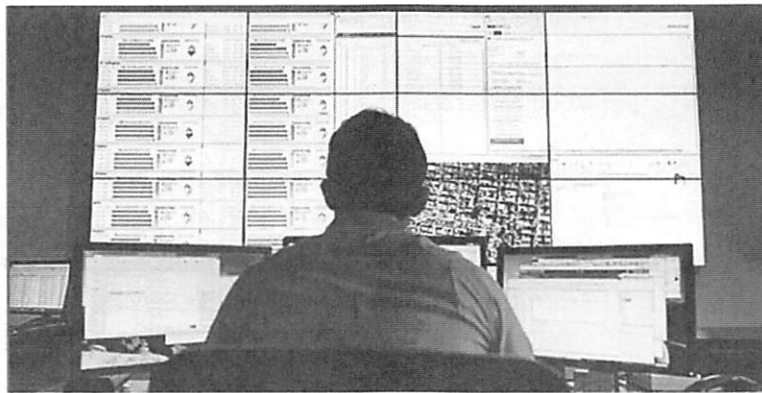


Figure 2: Wall panel of the NOC in Atlanta, Georgia

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
Leak Monitoring Nodes – EchoShore-DX	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
Leak Monitoring nodes – EchoShore-TX	Includes data logger, cellular communications antenna, GPS antenna, leak sensor, battery pack and all associated connector cables. Installation of equipment	3
Head-End System & Application Software	Cloud-based & Licensed	1
Project Management	System installation, commissioning, and start-up	Lot
Project Training	Leak Monitoring System Training with Echologics	1
Leak Monitoring Licence – 1 year	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.

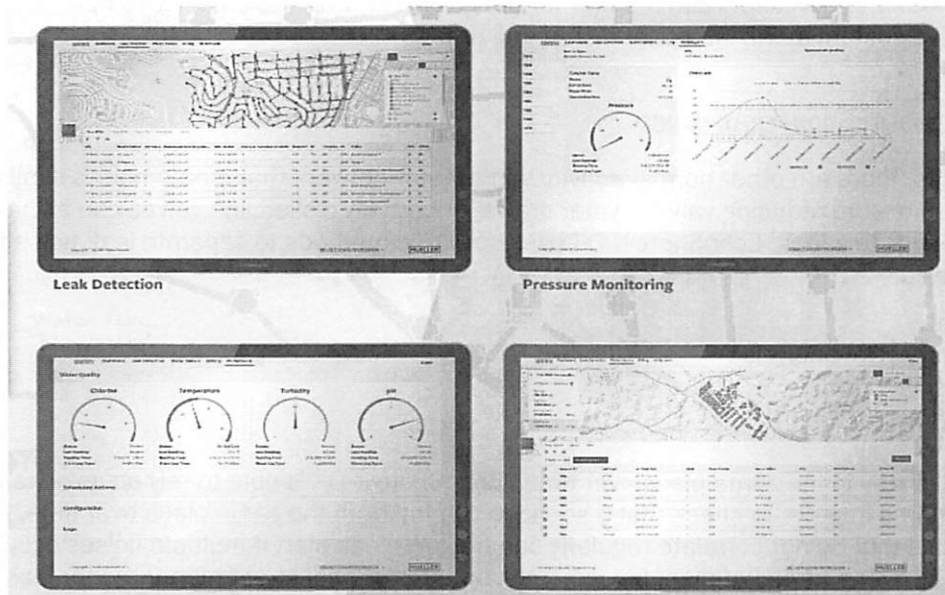


Figure 3: User Interface: Graphical and visual display of system status on the web user interface

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.

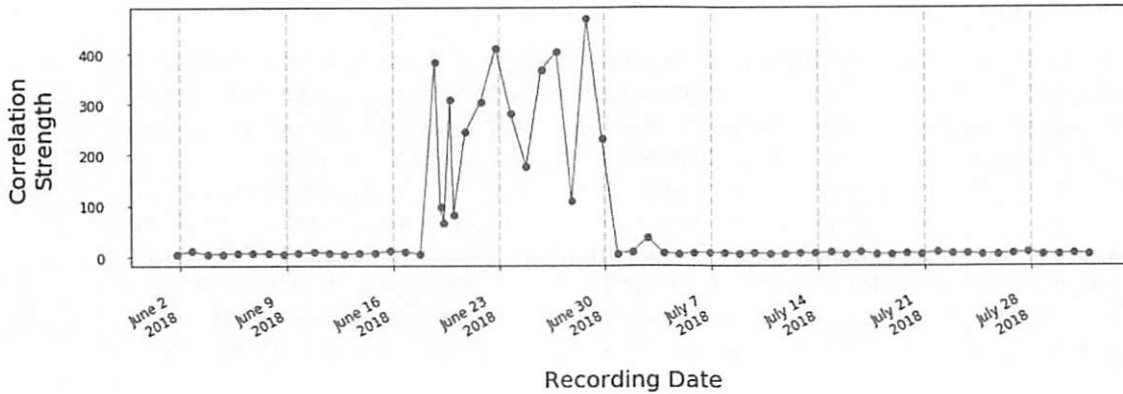


Figure 4: Persistent Noises Are More Likely to be Leaks, EchoShore®-DX can also confirm leak repairs

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

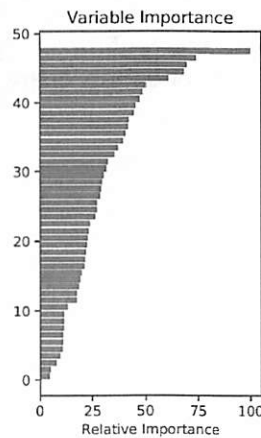


Figure 5: Relative Importance of Specific Acoustic Features Towards Leak Determination

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.

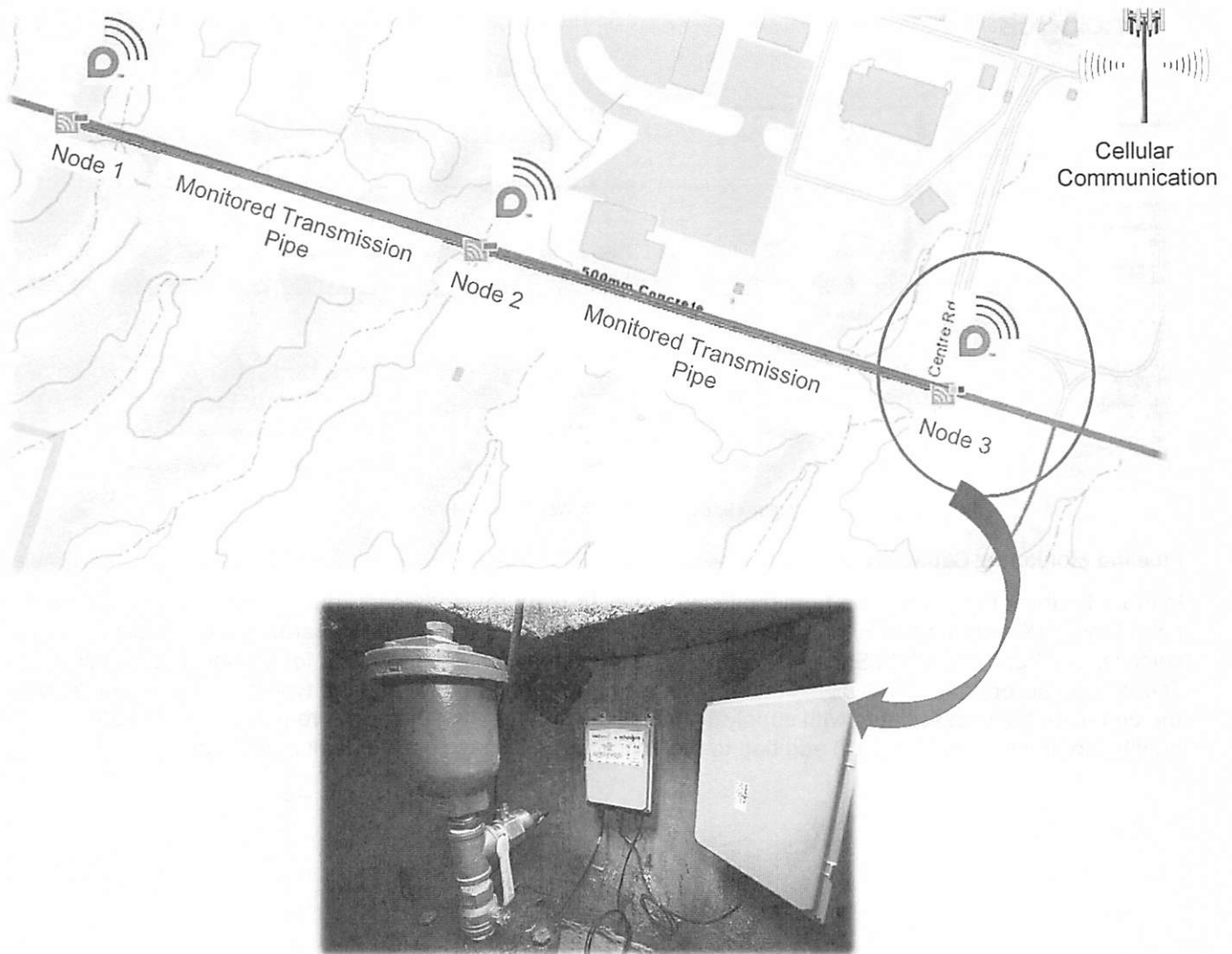


Figure 8: EchoShore®-TX Configuration spaced approximately every half mile along a transmission pipe –
Each monitoring node fits comfortably inside a standard chamber

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.

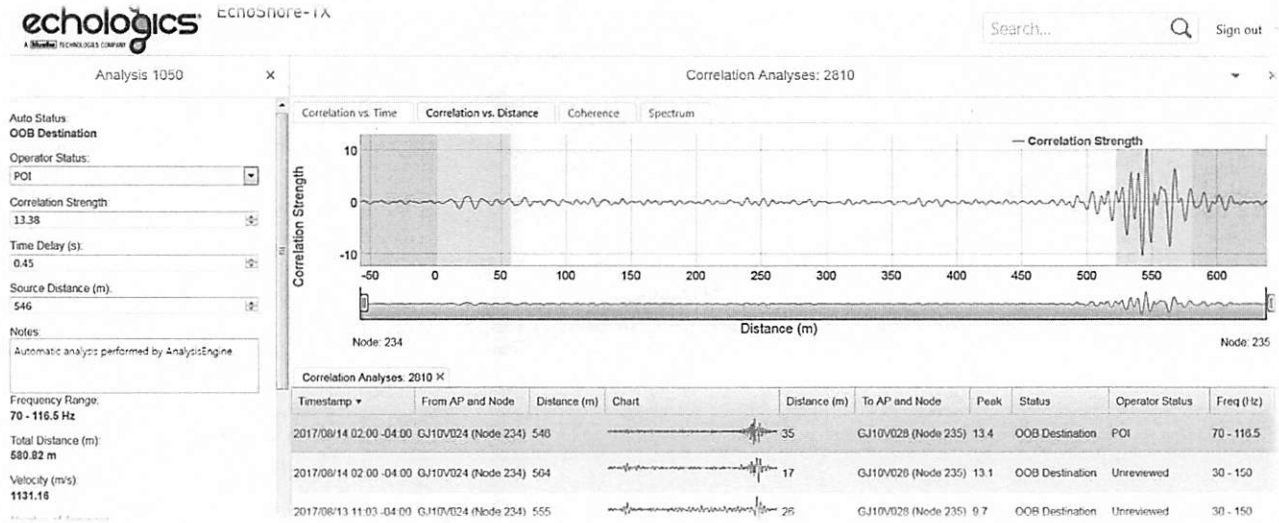


Figure 9: EchoShore®-TX Web User Interface

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.

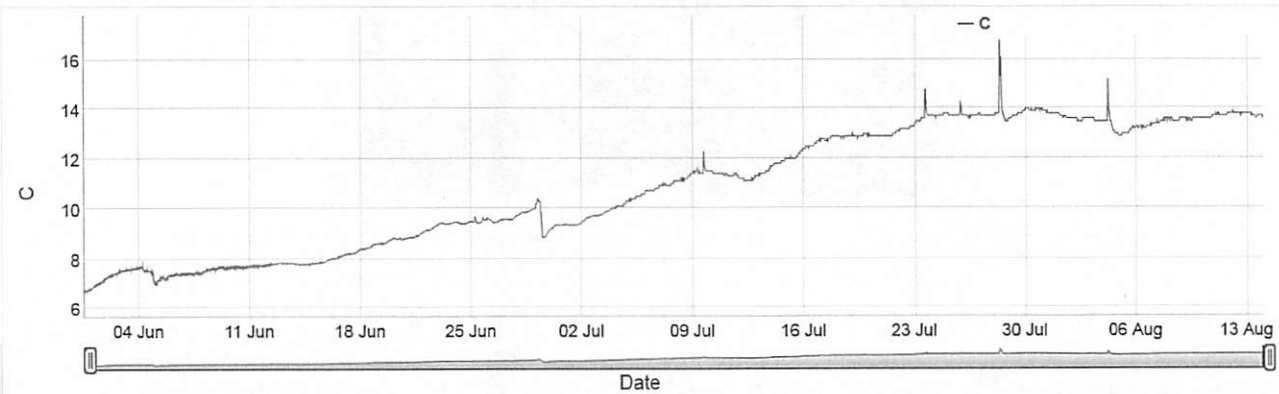


Figure 10: Chart of Recent Temperature Monitoring Readings

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



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

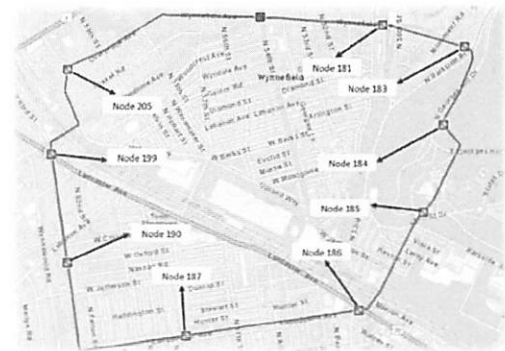


Diagram of EchoShore-TX leak monitoring network deployed in Philadelphia

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

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		-
Total Project Cost				\$144,834.90

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) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

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

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>
<input type="text" value="1"/>	<input type="text" value="1/28/2022"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Eric Stacey
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

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

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:

**Water Leak Detection and
Monitoring System**

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 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 for instructions and the latest information.

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

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.

	Social security number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> </table>										
	OR										
	Employer identification number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;">20</td> <td style="width: 25px; height: 20px;">-</td> <td style="width: 25px; height: 20px;">3</td> <td style="width: 25px; height: 20px;">5</td> <td style="width: 25px; height: 20px;">4</td> <td style="width: 25px; height: 20px;">7</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">9</td> <td style="width: 25px; height: 20px;">5</td> </tr> </table>	20	-	3	5	4	7	0	9	5	
20	-	3	5	4	7	0	9	5			

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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
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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.

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

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

Document Images

04/22/2021 – ANNUAL REPORT	View image in PDF format
05/01/2020 – ANNUAL REPORT	View image in PDF format
02/09/2019 – ANNUAL REPORT	View image in PDF format
03/21/2018 – ANNUAL REPORT	View image in PDF format
01/12/2017 – ANNUAL REPORT	View image in PDF format
04/27/2016 – ANNUAL REPORT	View image in PDF format
01/08/2015 – ANNUAL REPORT	View image in PDF format
03/05/2014 – ANNUAL REPORT	View image in PDF format
10/01/2013 – Foreign Limited	View image in PDF format

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)

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.

OWNER:

(Name, legal status and address)

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

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~~

Echologics, LLC

(Principal)

(Seal)

By:

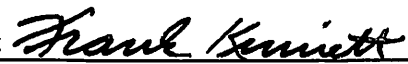

(Title) Michelle Cunningham, Treasurer

RLI Insurance Company

(Surety)

(Seal)

By:


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

Surety Acknowledgment

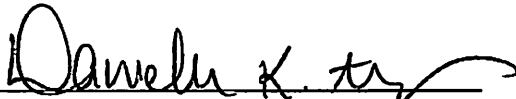
State of Georgia

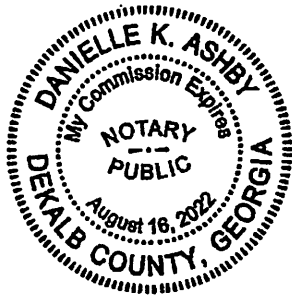
County of Dekalb

On this 18th 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 16th, 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: Barton 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, 2022.

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, NON-INFRINGEMENT, 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 limited to, 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, inability 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: _____

Name (Print or Type)

Title

By: _____

Name (Print or Type)

Title

Appendix A

Software Services

EchoShore Dx and Tx monitoring services, as applicable.



Echologics, LLC
1200 Abernathy Rd, Suite 1200,
Atlanta, GA, 30328, USA

EXHIBIT C

Toll Free: 1-800-423-1323
Fax: +1.905-612-0201
www.echologics.com

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 R1

Date: 7/20/2022

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 per our conversation on 7/19/2022. Our EchoShore®-DX System is 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® PLATFORM - SYSTEM BENEFITS

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

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

Andrew Green | Area Sales Manager – US Southeast
205-224-3977 | 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
1200 Abernathy Rd, Suite 1200,
Atlanta, GA, 30328, USA
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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.

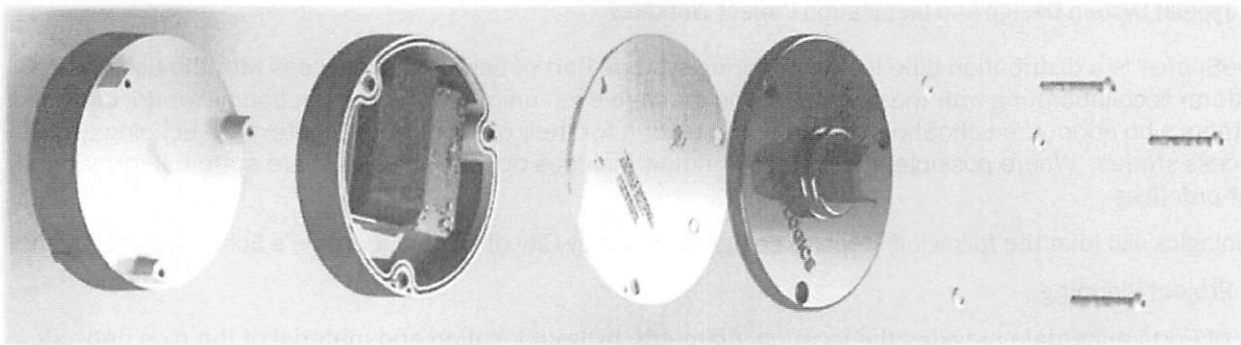


Figure 1: EchoShore®-DX Sensor Integrated Into a Custom-Made Fire Hydrant Pumper Nozzle Cap -

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 ¹	Hydrant Mounted External, Valve Mounted External
EchoShore®-TX	4"-90"	All Pipe Materials	1.5-inch NPT threaded connection to the water column
¹ 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.

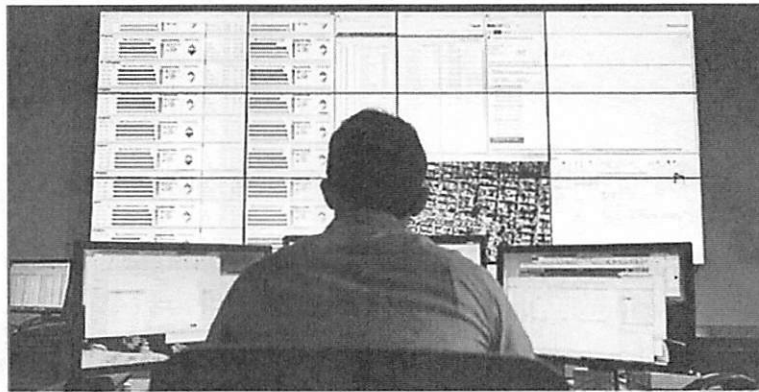


Figure 2: Wall panel of the NOC in Atlanta, Georgia

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
Leak Monitoring Nodes – EchoShore-DX	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
Head-End System & Application Software	Cloud-based & Licensed	1
Project Management	System installation, commissioning, and start-up	Lot
Project Training	Leak Monitoring System Training with Echologics	1
Leak Monitoring Licence – 1 year	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.

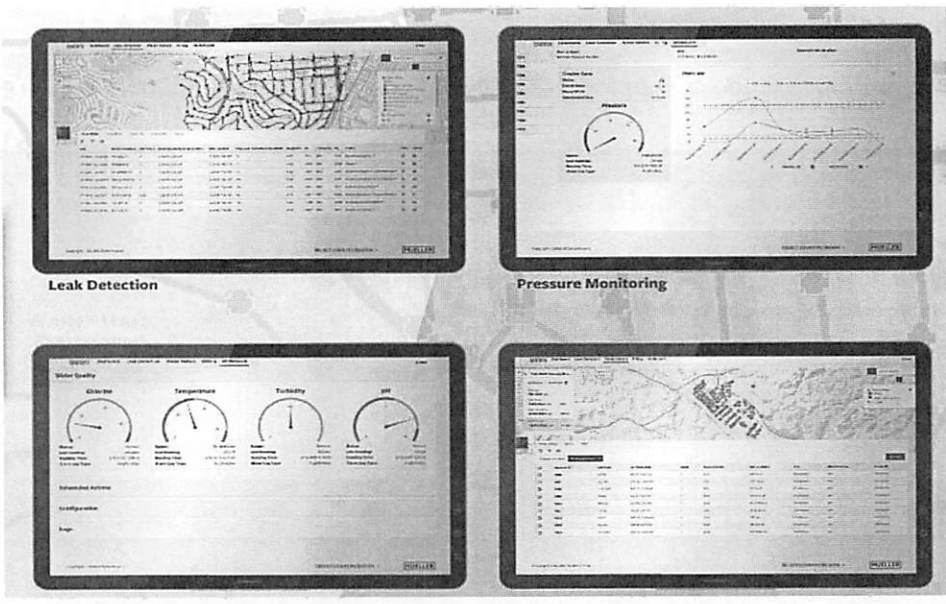


Figure 3: User Interface: Graphical and visual display of system status on the web user interface

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.

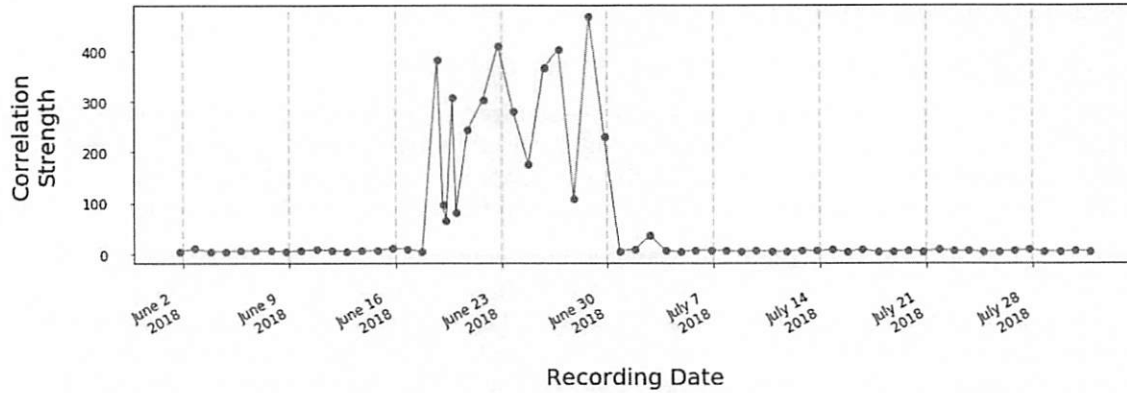


Figure 4: Persistent Noises Are More Likely to be Leaks, EchoShore®-DX can also confirm leak repairs

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

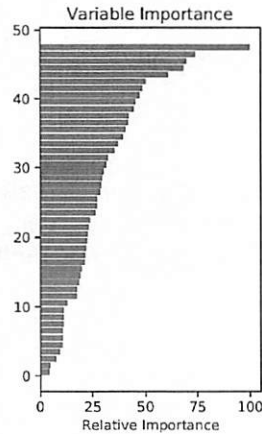


Figure 5: Relative Importance of Specific Acoustic Features Towards Leak Determination

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

4 REFERENCES

LAS VEGAS VALLEY WATER DISTRICT (LVVWD)

LVVWD is a not-for-profit agency that began providing water to the 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



TX

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

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



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

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	35	\$39,200.00
1b	LEAK MONITORING Equipment - EchoShore-TX	\$12,200.00	0	\$0
2a	LEAK DETECTION MONITORING SERVICES ANNUAL - EchoShore-DX	\$102.90	35	\$3,601.50
2b	LEAK DETECTION MONITORING SERVICES ANNUAL - EchoShore-TX	\$3,060.00	0	\$0
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	0	-
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	0	-
Total Project Cost				\$42,801.50

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



DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 4/12/23

DOCUMENT TITLE: Agreement for Water Leak Detection and Monitoring System with Echologics, LLC.

COMM. MTG. DATE: 9/22/22 CAM # 22-0542 ITEM #: CP-5 CAM attached: YES NO

Routing Origin: _____ Router Name/Ext: FRSeta Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 5/2/23 Attorney's Name: Rhonda Montoya Hagan Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 05/10/23

4) City Manager's Office: CMO LOG #: May 104 Document received from: CCO 5/10/23

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward originals to Mayor CCO Date: 5/11/23

5) Mayor/CRA Chairman: Please sign as indicated.
Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 originals to: FRSeta D. (Name/Dept/Ext)

Attach _____ certified Reso # _____ YES NO

Original Route form to CAO
TTH 22-0755