

CONTRACT NO.2024-20
ADVANCED WATER METER SYSTEM

This Contract No. 2024-20, titled “*Advanced Meter System*” (“Contract”), is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, (“City”) and Ferguson Enterprises, LLC, a Virginia limited liability company registered to conduct business in the State of Florida, with its principal place of business located at 751 Lakefront Commons, Newport News, Virginia, 23606 (“Vendor”).

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. VENDOR’S SERVICES; TERM

- A. Vendor agrees to diligently and timely perform all services related to the implementation of the Advanced Water Meter System, as identified in Request for Proposal ("RFP") No. 2024-20 and in the Vendor’s proposal submitted on March 25, 2024.

The overall Scope of Services is more specifically described in the following exhibits, which are incorporated herein by reference:

Exhibit A	Scope of Services
Exhibit B	Negotiated Scope of Services
Exhibit C	Fee Schedule
Exhibit D	Description of Services

Order of Precedence. In the event of any conflict or inconsistency between the terms of the RFP, the Exhibits, and the Vendor’s Proposal, the documents shall govern in the following order of precedence:

Exhibit B – Negotiated Scope of Services
Exhibit A – Scope of Services
Vendor’s Proposal submitted on March 25, 2024
RFP No. 2024-20

- B. This Agreement shall commence immediately upon the date of execution of this Agreement by both the City and Vendor (“Effective Date”) and/or upon correspondence from the City of North Port Utilities Department. The term of the Agreement shall be for a period of three (3) years commencing on the date of execution, with the option to renew for three (3) additional one-year terms, subject to the Vendor’s satisfactory performance and mutual agreement of the City and Vendor to renew the agreement, on the same terms and conditions.
- C. Definition of Project: The “Project” refers to the City of North Port’s implementation of Advanced Metering Infrastructure (AMI), including automation and meter replacement. It encompasses the purchase of meters, cellular endpoints, associated services, and long-term maintenance.

The following Attachments are incorporated fully as part of this Contract.

- ATTACHMENT 4- DRUG FREE WORKPLACE FORM
- ATTACHMENT 5- PUBLIC ENTITY CRIME INFORMATION
- ATTACHMENT 6- NON-COLLUSIVE AFFIDAVIT
- ATTACHMENT 7- LOBBYING CERTIFICATION
- ATTACHMENT 8- CONFLICT OF INTEREST FORM
- ATTACHMENT 9- DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT
- ATTACHMENT 10- SCRUTINIZED COMPANY CERTIFICATION FORM
- ATTACHMENT 11- VENDORS CERTIFICATION FOR E-VERIFY SYSTEM

2. COMPENSATION AND PAYMENT FOR VENDOR'S SERVICES

A. COMPENSATION

- (1) The Vendor must perform the Scope of Services for the Advanced Water Meter System. The agreed-upon compensation includes all costs necessary to complete the services, including but not limited to: profit; direct and indirect labor; personnel-related costs; overhead and administrative costs; and travel-related and other out-of-pocket expenses. Compensation must conform to the Fee Schedule attached as **Exhibit C**.
- (2) The Vendor must not submit claims to the City for reimbursement of the following expenses:
 - (i) Computer usage, telephone expenses, fax, copies, printing, and postage;
 - (ii) Subcontractor/Vendor mark-up.
- (3) The City's obligation to pay under this Contract is contingent upon an appropriation by the City Commission.
- (4) The Vendor may request annual adjustments to unit pricing. To be considered, such requests must be submitted in writing to the City at least thirty (30) calendar days in advance. If a request for a price increase is not submitted within this timeframe, the Vendor will not be entitled to a price increase for the upcoming year.
- (5) Price adjustments for any subsequent one-year renewal term(s) shall be based solely on the most recent data published by the U.S. Department of Labor, Bureau of Labor Statistics. Specifically, adjustments shall reflect the 12-month percentage change for the month of April as reported in the Producer Price Index (PPI) – Industry Series, or another applicable supply index identified on the bid form. Price adjustments may reflect either an increase or a decrease, as appropriate.
- (6) Tariff/Trade Surcharges. Due to the uncertain impact of potential Tariff/Trade Surcharges, VENDOR may request an equitable adjustment to the contract price in the event of a material increase in Tariff/Trade Surcharges imposed after the effective date of this contract that directly affects VENDOR's costs. Any such request must: (a) be submitted in writing in advance of the

affected shipment; (b) include detailed documentation from the manufacturer substantiating the surcharge; and (c) be subject to the City's written approval prior to application. No price adjustment shall be made for Tariff/Trade Surcharges already in effect at the time of contract execution, and no surcharge shall be passed along without the City's express written consent.

B. METHOD OF PAYMENT

- (1) The City pays Vendor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of Vendor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Vendor must submit an invoice for payment to the City for those specific tasks, including Materials, Services, Training and Software as described in the Scope of Services that were completed during that invoicing period.
- (2) For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- (3) Vendor's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.
- (4) Payment due dates, late payments, and interest shall be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq*.

3. INDEMNITY

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE VENDOR MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE VENDOR AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE VENDOR IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. FURTHER, THE VENDOR MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the Vendor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Vendor in writing by prepaid certified mail (return receipt requested) or by

delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.

- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage will not be deemed a limitation on the Vendor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.

The terms of this section survive the termination or completion of this Contract work.

4. VENDOR'S INSURANCE

A. INSURANCE

- (1) Before performing any work, Vendor must procure and maintain, during the life of the Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Vendor.
- (2) The below insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work done pursuant to this Agreement by the Vendor, its agents, representatives, employees, or subcontractors. Vendor is free to purchase additional insurance as it may determine necessary. The extent of Vendor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Vendor and its carrier.
- (3) Workers' Compensation and Employer's Liability Insurance: Coverage must apply for all employees at the statutory limits provided by state and federal laws. This insurance is required only if the Vendor delivers supplies to the City. Vendor must include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit).

- (4) Commercial General Liability Insurance: Proof of coverage is always required for all

Vendors, regardless of the scope of services provided.

- (5) Commercial Automobile Liability Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles. This insurance is required only if the Vendor delivers supplies to the City. Proof of coverage must be provided.

B. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by Vendor for the City. It is Vendor's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. ADDITIONALLY, VENDOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER ALSO APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH CONSULTANT OR ITS AGENTS MAY BE RESPONSIBLE.

C. POLICY FORM

- (1) All policies required by this Contract, with the exception of Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Contract.
- (2) Insurance requirements itemized in this Contract and required of Vendor, must be provided by or on behalf of all sub-contractors to cover their operations performed under this Contract. Vendor must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- (3) Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage must not be cancelled by either party except after thirty (30) day notice is delivered in accordance with the policy provisions. Vendor is to notify the City's Purchasing Office by written notice.
- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.

- (5) The procuring of required policies of insurance must not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor's liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between Vendor and its carrier.
- (6) Vendor must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and must be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Vendor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Vendor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 20100704 and CG 2037 0704, or equivalent). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before Vendor will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.
- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Vendor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF VENDOR

- A. Vendor must be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Vendor under this Contract. Vendor must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If Vendor is comprised of more than one legal entity, each entity must be jointly and severally liable.

- C. Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Vendor), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.
 - D. Vendor must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent Vendor firms in effect at the time Vendor's services are rendered. Vendor covenants and agrees that it and its employees must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - E. Vendor must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof.
 - F. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Vendor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
 - G. Vendor must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract. These must be available and accessible at Vendor's offices for inspection, audit, and copying during normal business hours by the City or any of its authorized representatives. Such records must be retained in accordance with the applicable provisions of the General Records Schedule as adopted by the State of Florida, but in no event for less than three (3) years after completion of the services.
- 6. PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Vendor must comply with all public records laws, and must specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
- (2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form,

characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Vendor's records under this Contract include but are not limited to, supplier/subcontractor/sub-contractors' invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

- B. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- C. Ensure that project 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 this Contract term and, if Vendor does not transfer the records to the City following completion of this Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of this Contract, transfer, at no cost, to the City all public records in Vendor's possession or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of this Contract, Vendor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon the completion of this Contract, Vendor must meet all applicable requirements for retaining public records.
- E. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**

7. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the Vendor must deliver to the City the Vendor's work product, which includes reports and other documents and data developed solely and exclusively for the City in connection with its services; this work product will become the City's property upon receipt. The Vendor hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The Vendor may not use any of the work product on any non-City project unless the City agrees in writing. The City's reuse of the work product on other projects will be at the City's risk.
- C. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The City's Administrative Agent

will advise the Vendor of the systems and databases in writing and upon any changes thereafter.

8. VENDOR PERFORMANCE

- A. The timely performance and completion of the required services is vitally important. Vendor must assign an Administrative Agent, together with such other personnel as are necessary for timely delivery of services pursuant to the requirements of this Contract. Vendor's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Vendor must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Vendor's key personnel must receive the City's Administrative Agent's written approval before any changes or substitution can become effective.
- B. The services to be rendered by Vendor must commence within one (1) calendar week of Vendor's receipt of written Notice to Proceed from the City.
- C. Vendor specifically agrees that all work performed under the terms and conditions of this Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Vendor or the City.
- D. Vendor agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City must be advised at the City's request, and in writing, as to the status of work to be performed by Vendor.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Vendor which delay the Project Schedule completion date, the City must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. CITY OBLIGATIONS

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. The responsibility of the City's Administrative Agent will include:
 - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Vendor, and render in writing, decisions pertaining thereto within a reasonable time.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

- (3) Review for approval or rejection all Vendor's documents and payment requests.
- B. The City will, upon request, furnish Vendor with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Vendor.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Vendor necessary for the completion of Vendor's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Vendor. The availability and necessity of additional City personnel to assist Vendor will be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City must not provide any services to Vendor in connection with any claim brought on behalf of or against Vendor.

10. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
 - (1) The City may effectuate termination by delivering to the Vendor a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed in the notice, the Vendor must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The Vendor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Vendor in connection with its services.
 - (4) The City will pay the Vendor for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to make any payment to

the Vendor for terminated Work that has not been performed or that is performed after delivery of the notice of termination. Notwithstanding the foregoing, if the terminated Work includes special order or non-stock products, the City may not cancel, change, or modify such items without the Vendor's prior written consent, and agrees to pay any reasonable, documented cancellation or restocking fees actually incurred by the Vendor as a direct result.

- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability must arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, any commissioner, officer, employee, director, member or other natural person or agent of City must not have any personal liability in connection with the breach of the provisions of this section or in the event of a default by City under this section. This Contract must not constitute an indebtedness of City, or an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will pay any outstanding invoices for work completed by the Vendor prior to such termination.
- C. Termination for Abandonment. If the Vendor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Vendor indicating the intention to do so. The written notice must state the evidence indicating the Vendor's abandonment.
- D. Termination for Non-Civility. The Vendor agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the Vendor's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. Vendor's Termination. The Vendor may terminate this Contract only in the event the City fails to pay the Vendor's properly documented and

submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.

- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the Vendor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Vendor, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Vendor is in breach of this Contract, the City must provide written notice of the breach and the Vendor will have ten (10) calendar days to commence to cure, calculated from the date the Vendor receives the notice. If the Vendor fails to commence to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate this Contract due to:

The quality of any services provided by the Vendor not meeting the requirements of this Contract;

- (1) The quantity or scope of services rendered not aligning with the Vendor's representations, invoices, or other documentation;
- (2) The Vendor's failure to meet milestones, deadlines, or timelines set forth in this Contract, without justification deemed reasonable by the City;
- (3) The Vendor's failure to pay its contract-related financial obligations, including but not limited to subcontractors, employees, consultants, or suppliers;
- (4) Claims made, or reasonably anticipated to be made, against the City arising from the Vendor's actions or omissions;
- (5) Financial or reputational loss caused to the City by the Vendor;
- (6) The Vendor's failure or refusal to perform any material obligation under this Contract after notice and a reasonable opportunity to cure;
- (7) Violation of any local, state, or federal law in connection with the performance of this Contract.

- H. E-Verify Violation.

- (1) If the City has a good faith belief that the Vendor has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.

- (2) If the City has a good faith belief that a subcontractor/sub-contractor has knowingly violated Florida Statutes Section 448.09(1), but the Vendor has otherwise complied, then the City must without delay notify the Vendor and order the Vendor to immediately terminate its contract with the subcontractor/sub-contractor.
 - (3) The Vendor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- I. Remedies. In the event of a default or breach of this Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

- A. The relationship between the Vendor and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer- employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Vendor retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Vendor is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Vendor must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

12. WAIVER.

Any delay or failure to enforce any breach of this Contract by either City or Vendor must not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE.

VENDOR must not hire any City employee associated with this Contract throughout the duration of this Contract and for a period of one (1) year after completion, except where such employment results from the employee's response to a publicly advertised, non-targeted job posting or where the employee had been involuntarily separated from City service prior to being considered for employment by VENDOR. This restriction shall be interpreted and enforced in a manner consistent with all applicable federal, state, and local laws, including but not limited to Chapter 112, Florida Statutes.

14. NOTICES

Except as specified elsewhere in this Contract, all notices provided for in this Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

THE CITY'S ADMINISTRATIVE AGENT:

Andy Hoeppner
City of North Port Utilities
6644 Price Blvd, North
Port, FL 34286 TEL:
941.240.8011
Email: ahoeppner@northportfl.gov

WITH COPIES OF NOTICES TO:

City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

VENDOR'S REPRESENTATIVE:

Contact name: Mark McFalls
Company name: Ferguson Enterprises LLC
Street address: 801 US Highway 1, North Palm
Beach, FL 33408 239-850-7486
EMAIL: mark.mcfalls@ferguson.com

15. CONFLICTS

In the event of any conflict between the provisions of this Contract and RFP No. 2024-20 or Vendor's response, which are made a part hereof by reference, this Contract must control.

16. E-VERIFY SYSTEM: Upon entering into this Contract, the Vendor must be

registered with and must continue during the term of this Contract to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors/sub-contractor to provide an affidavit attesting that the subcontractor/sub-contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor must maintain a copy of such affidavit for the duration of the Contract.

17. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that all of the following are true:
 - (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - (3) It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - (1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Contract terms and the City may terminate the Contract.
 - (2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (3) A person or entity that has been found to have provided a false

certification must be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

18. FORCE MAJEURE

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of
force majeure;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

- C. The non-performing party's affected obligations under this Contract must be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance must not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.
- E. For the avoidance of doubt, the parties agree that cybersecurity incidents (including ransomware attacks, data breaches, or denial-of-service attacks) and unauthorized access to or failure of third-party software, platforms, or cloud services relied upon in the performance of this Agreement shall constitute force majeure events, provided that the affected party takes reasonable steps to mitigate the effects of such events and to resume performance as soon as practicable.

19. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract must be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and must inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained in this Contract must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that any provision contained in this Contract, or any acts of the Parties must not be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. If any court holds that any provision of this Contract to be

illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.

- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, contracts, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing City's financial obligations under this Contract must require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all contract amendments on behalf of City that do not change City's financial obligations under this Contract.
- I. Assignment. The Vendor must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Vendor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- K. Limitation of Liability. In no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder, even if advised of the possibility of such.

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

Ferguson Enterprises, LLC

By: [Signature] (Signature)
GENERAL MANAGER (Title)

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

7 day of AUGUST 2025, by MARK McFALLS
(name), as GENERAL MANAGER (title) for FERGUSON ENTERPRISE, LLC
(entity).

[Signature]
Notary Public

☒ Personally Known OR ____
Produced Identification Type of
Identification Produced ____



LEE A. POWELL
Notary Public
State of Florida
Comm# HH343489
Expires 12/21/2026

Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

EXHIBIT "A" TO CONTRACT NO. 2024-20

SCOPE OF SERVICES

INTRODUCTION

The City of North Port invites interested and qualified parties to submit a Proposal for an Advanced Metering Infrastructure (“AMI”) System in order to improve the process of collecting monthly water utility meter data and subsequent billing in order to enhance the level of customer service offered to its customers. The AMI System shall be implemented in phases in order to support the full-service area.

1.01 SCOPE OF SERVICES

Executive overview/Vendor’s Understanding of Project.

The City is looking for a TURNKEY solution to provide and install all proposed components of a fully functioning Advanced Metering Infrastructure (AMI) system. This includes all hardware and software required to operate and maintain the AMI system. The project must include a training plan for the city that begins as soon as the AMI system is functional. Vendor must fully staff the project with experienced project management, installation, IT, and field auditing staff for the duration of the project. Respondent shall provide comprehensive narrative statements that illustrates their understanding of the requirements of the projects, project schedule, and how their solution shall meet the desired performance metrics and key performance indicators referenced in the solicitation Scope of Work for this project.

1.02 SPECIFICATIONS AND REQUIREMENT:

Respondents submitting a proposal shall demonstrate the ability to satisfy the following minimum requirements:

A. AMI FUNCTIONALITY

1. System shall provide password protected access to any physical data interfaces on the equipment itself, shall be required along with documentation on updating and maintaining the user access.
2. Manufacturer files shall be provided with each shipment detailing endpoint serial numbers, models, manufacture date, and order details (PO, date, quantity). These files must be in a consistent digital format, either as flat-text or Excel.
3. Time synchronization of all elements in an AMI system is required, which here means that the internal clocks on all devices are in synch to the single second or better.
4. It is Required that the reads are still obtainable on-site in the event of the LCD screen failing or battery failure.

B. SYSTEM REQUIREMENTS

1. The proposed AMI system must operate as a point to multi-point (star or mesh) network system.
2. The system must be a Cellular AMI Fixed Network
3. Signals used should not be subject to interference by competing signals.

4. The City shall retain ownership of all system data and have full access to it at any and all times to utilize or export to third parties as they see fit, even in a hosted environment.
5. Collectors shall have the capability for redundant backhaul.
6. AMI system shall ensure data transmission accuracy via validation of retrieved data within the head-end system or other method.
7. The proposed system shall have clearly defined two-way capabilities.
8. The proposed AMI system must have capabilities of being able to communicate with and operate a remote shut-off valve.
9. The proposed system must provide leak detection on the customer's side and have the capabilities to support leak detection on the City's side.
10. The AMI system shall be capable of remotely collecting numeric meter identification, hourly interval readings, premise leaks, reverse flow conditions, and tamper information from all City water meters.
11. AMI system shall have the ability to accept other detection parameters from the meter, such as pressure and temperature, and to transmit this via the data collector network to the control computer.
12. The AMI system shall automatically provide the Owner with daily meter data at the network control computer at least once per day without having to interrogate the endpoint or data collector.
13. Awarded Respondent shall support the City and the billing system provider (Central Square) and interoperable including Lucity or equivalents CMMS, Paymentus, ArcGis, HachWims, DFS for proper development of the interface between the AMI system software and the existing billing system. The City must be able to run the new AMI system and the existing meter reading and billing system in parallel, until such time as all of the meters is converted to the new AMI system. The City's water accounts shall be downloaded to the new AMI system software, providing for a gradual transition from existing reading system to the new meter reading as future AMI endpoints are installed.
14. The AMI system shall have a less than 20-second response time for on-demand read and remote disconnect operations.
15. Must be able to collect reads with a mobile system as well as the AMI system.
16. Any Vendor-supplied database used to store and manage meter readings must be a non-proprietary, SQL-compliant Relational Database Management System (RDBMS).
17. System and installation devices shall be capable of gathering meter location data and transmitting to the AMI software for use by other systems. Indicate any provisions in the database for storing and managing X-Y coordinates or other data for meter location.
18. Any workstation or control computer should be capable of operating in a normal office environment using normal server environment power supply and be easily relocatable.
19. The AMI Solution Head End must have sufficient data processing performance to support every 15-minute handling of 15-minute meter reading data from about 30,000 endpoints including future expansion.
20. Vendor shall provide a monthly report of the following key performance indicators for each of the software components:

- a. System availability as percentage of uptime
 - b. System uptime as well as software component uptime
21. Vendor's system provides integration with Microsoft Active Directory (AD) and/or Lightweight Directory Access Protocol (LDAP) for security controls and authentications, as applicable, with full support of the SAML standard. Describe all integration points with AD/LDAP available for all system components. Describe any support for single sign on.
 22. Provide access by Utility and its customers to Utility's AMI generated data, system features and related applications. This includes access via IP-sec VPN to the data center for read-only access to the production database, a full database schema and appropriate change documents as it is altered and / or a data warehouse with a fully copy of the production database if it is necessary to reduce production system load. Must have Multi-factor authentication.
 23. Monitor and maintain the computing hardware required to run the applications.
 24. Acquire all licenses for third party products required to maintain the applications and ensure hardware and third-party software compatibility.
 25. Provide and maintain a secure file transfer (NPTP) site, which will be used to post system files and reports.
 26. Maintain version control for third party products. Maintain third party software on supported versions. Implement upgrades and patches as required in accordance with vendor recommended schedule.
 27. Monitor and ensure the integrity of the interfaces between the applications and Utility's Customer Information System (CIS). Provide Utility with a draft test plan upon notification by Utility of intended patches or upgrades to the CIS. Test all functionality when this software is patched or upgraded.
 28. Monitor access to hosted software by Utility and its customers and respond to and troubleshoot throughput and access issues identified by the system or user interface software, and by Utility or its customers.
 29. Provide application development services, including creating or assisting Utility in creating customized reports and application programming interfaces.
 30. Availability to provide any additional components (web plugins, system adapters, etc.) which are required by the system and how these would be implemented.
 31. The system provider shall perform patches and upgrades to the application, servers, and common framework applications (Java, .Net, Adobe, Web Browser at no extra cost. Up-to-date anti-virus software shall be installed on servers that are included in the system. The City shall be provided a way to audit current version levels.
 32. The system provides automatic date and timestamp by user ID for all activity in the system and keeps an audit trail of all activity in the system (edits, deletions, etc.).
 33. The system provides the ability for distributed system access.
 34. The system should provide the ability to be branded with the City of North Port's name and logo in the mobile application, web portal, mobilized application, and knowledgebase.
 35. Vendor's Solution shall identify and include all required hardware, software, licensing, and applications. Only new equipment is acceptable.

36. The system's hosting sites are all located in the US with a backup site in a different geographical region.
37. The system provides a web portal/web application which operates in browsers that have 2% or greater market.
38. The City of North Port will own all data in the SaaS/hosted environment.
39. The system provides the ability to set a data retention schedule by category and by department.
40. The system shall have an enterprise-level database, ODBC compliant architecture for direct linking, and support the import/export of data via ODBC databases as a standard feature.
41. The vendor maintains and provides a detailed data dictionary and the full database schema to the City.
42. The system is hosted in at least one Tier IV class datacenter or in at least two-Tier III class datacenters as defined by the Uptime Institute.
43. The system provides the ability to have 4 environments (Production, Staging, Development, Training) with replicated customer data.
44. The system web applications shall follow responsive design practices to dynamically organize content to best suit the users form-factor (mobile, tablet, and desktop at minimum), and/or provide a mobile application which runs on Android, iOS, and Windows operating systems.
45. The head-end system and customer portal shall be available not less than 99.9% of the time, and the MDMS not less than 99.9% of the time, measured over any month [Alternative: 30-day rolling period], except for scheduled upgrades and preventative maintenance.
46. Any downtime required to fix problems with the software or hosting servers and devices shall not be scheduled maintenance and shall count as downtime. Any planned maintenance of the system head-end shall occur after the utilities normal working hours "Available" shall mean that all of Utility's users can gain access to and use all of the modules and applications they are authorized to use on the hosted site.
47. Service expectations and contractual remedies shall be defined in the service level agreement.
48. The Respondent shall detail system protections related to network privacy and security, including interference/frequency hopping, encryption, data backup/disaster recovery, and Radio Frequency (RF) transmission safety.
49. The Respondent must have completed at least four (4) successful AMI system implementations using the same equipment and technologies proposed here.

SYSTEM PERFORMING TESTING

Performance testing shall take place following the completion of defined project phases to validate the overall AMI network is meeting the promised Service Level Agreement (SLA). Requirements and process surrounding the Performance Test are as follows:

- a. 99% of Route Endpoints must meet the requirements outlined in the Endpoint Acceptance Test prior to Performance Testing

- b. A baseline of meters intended to participate in the Performance Test shall be agreed upon prior to testing start; only meters that have passed Endpoint Acceptance Testing will be eligible for participation.
- c. The Vendor shall provide a list of exception conditions to be agreed upon. Exceptions are defined here as an Endpoint that is unavailable to be read due to an issue unrelated to installation or the AMI system, and out of the responsibility of the Vendor. Typical exceptions include extended power failure, ISP outages, tampers, flooding, or physical device damage that occurred after installation.
- d. Performance Testing for the read criteria below shall be performed daily throughout a 35 consecutive day measurement period. If during the 35 consecutive days the Vendor fails to meet the defined metrics, it shall be the City's option to do one of the following:
 - i. Continue the test in a rolling 35-day period.
 - ii. Halt the test until mitigation plans are defined, agreed to, and completed.
 - iii. End the Contract
- e. The Vendor shall ensure Interval and Register reads collected from the previous day are made available by 10:00 AM the next day via files exported to an accessible NPTP site.
- f. 99% of register reads are required to be collected daily. This calculation will be averaged over 35 days, with no single day to fall below 98.5%
- g. 98.5% of interval reads are required to be collected daily. This calculation will be averaged over 35 days, with no single day to fall below 98%
- h. 100% of Endpoints must display a minimum redundancy of 2 Collection devices with independent network paths to the Head-End (i.e.- Repeaters may qualify, but only if they report to different parent devices with unique backhaul)
- i. Coverage: 100% of meters are covered by the AMI Network
- j. Two-way performance shall meet the following standards at minimum:
 - i. High priority actions (demand read, valve state change, power state change): 98% successful within 5 minutes.
 - ii. General reprogramming and configuration: 80% successful within 1 day and 98% within 3
 - iii. Firmware updates: 80% successful within 7 days and 98% within 14 days
 - iv. Vendor shall define in detail any qualifiers to these requirements.
- k. Provide documentation on the proper procedure to mitigate missed reads over the AMI system.
- l. It is required that the reading information in the CIS and MDM systems achieve 100 percent accuracy. Accuracy is here defined as the read on the Physical Meter matching exactly the read found in these software systems. Note: An independent QC of a random sampling will be done to verify accuracy
- m. The City will provide the testing methodology and processes:
 - i. Performance testing reporting
 - ii. Exception review, acceptance, and removal from performance metrics
- n. The Vendor will provide the following:
 - i. Issue tracking
 - ii. Exception identification and evidencing. Burden of proof shall be on the Vendor.

- iii. List of proposed exception categories prior to testing start; this list must be agreed to and signed off by the City and Vendor.

1.03 TYPE OF WATER METERS TO BE PROVIDED

The Respondent shall supply water meter quantities according to the quantities noted. Quantities and sizes may vary and are subject to change, therefore, are not guaranteed. A starting point of 250 meters+ endpoints of 5/8"x3/4" delivered to us monthly within 1 months of agreeing to proceed. Depending on available funding, we would like the capability to scale up to 800 meters and endpoints per month within a reasonable lead time. The static (ultrasonic and electromagnetic type) meters shall comply with the requirements of AWWA C715-18, and the requirements set forth in this Specification. All national and industry standards referred to in this Specification shall be the latest published editions at the time the material is furnished.

1. 5/8"x3/4" and 1" meters shall not exceed 4" from centerline to top of register. Meters sized 1.5" and 2" shall not exceed 5.25" from centerline to top of register.
2. Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.
3. Meter casings must be lead-free per NSF/ANSI 61 and NSF/ANSI 372 and conform to lead content requirements for "lead-free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act in effect as of January 4, 2014. Respondents shall submit certifications demonstrating conformance.
4. Meters shall be maintenance free and contain no internal moving parts.
5. All nuts, washers, and bolts in meter and on meter body shall be stainless steel.
6. Main case connections for 1-1/2" and 2" meters must have standard ANSI integral flanges cast into the meter casing or swivel with elliptical flange and have a bolt pattern with enough clearance for bolts to be inserted from opposite side of meter.
7. Registers must be capable of being located within a pit (underground) environment and perform accurately in hot humid temperatures and submerged in water.
8. All registers shall have at minimum 9 digits. The 3/4", 1", 1.5", and 2" registers shall display a minimum of 99.999999 million gallons. It is preferred that the City be able to program digits in the field or remotely.
9. All registers shall read in U.S. gallons. Register measurement shall be to the 1 gallon. Meter shall update the endpoint every 1 gallon.
10. The register lens must resist breakage and scoring under normal conditions.
11. Register must use high resolution ASCII encoder protocol.
12. Programmer for meter register and encoder must be ruggedized (able to stand up to field environment and drops).
13. Register shall be non-removable from the meter (unless specified and advantageous to the City for replacement purposes) and must have a lid that covers/protects the register display.
14. All meters shall not exceed a maximum allowable pressure loss of 10 pounds per square inch at the safe operating flow capacity specified for a given meter size.
15. All 5/8", 3/4 and 1" meters shall meet or exceed current AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a minimum period of 20 years from date of manufacture. All 1 1/2 and 2" meters shall meet or exceed current AWWA C715 new meter

accuracy standards for a minimum period of 10 years from the date of manufacture. Accuracy warranty shall be independent of volumetric throughput of the meter.

16. All complete operating and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.
17. Each proposer shall include with their submittal a complete repair parts list and price list for each type of meter, including register and chamber replacements, if applicable.
18. Manufacturer shall warrant materials and workmanship of all meters and meter parts to be free of defects for a period of twenty years after receipt of meters. The City understands components with batteries may have replacement costs prorated after year ten. Upon request by the City, the manufacturer shall submit a certificate and/or lab analysis on a shipment indicating the copper content and alloys in any bronze part of the meter to verify compliance with these specifications.
19. Where meters fail to operate accordingly within the designated warranty period, the parts to replace such defects shall be supplied by the awarded vendor without charge (piece for piece) upon the return of such defective parts to the awarded vendor OR upon the proper proof of such defects. Where meters, or a portion thereof, shall be factory repaired, the awarded vendor(s) shall assume all shipping charges, replace all defective parts, and make necessary repairs required to replace such defective meters in suitable condition and return repaired meters at no cost to the City. Guarantee does not apply if vandalism, negligence, improper installation, excessive operating conditions, or other circumstances over which the Awarded Vendor has no control cause damage or inaccuracy.
20. INSPECTION, REGISTRATION AND TESTS: The vendor shall be responsible for delivering all meters in a first-class condition. The City has the option to inspect and test any or all meters at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to the City.
21. To cover costs of testing, a charge of \$25.00 shall be made against the supplier and paid as reimbursement to the City by the supplier for each meter failing to pass inspection or tests. The tests made by the City shall be final and binding. The vendor may observe any or all testing.
22. If more than 3% of any order placed fails to pass inspection and tests, the City reserves the right to reject the entire order.
23. All technical specification sheets for each meter shall be included in the proposal. Such information shall include all meter operating and environmental performance information including accuracy versus flow and head loss versus flow curves as well as physical dimensions.
24. Individual meters shall be identified with a readable barcode sticker attached to the meter. The box for all 5/8", 3/4" to 2" meters shall have readable barcode attached to the outside giving the meter range contained within the box, i.e.: 100001-100009. Format for the barcode shall be Code 39, and the barcodes shall be clear, legible, scannable and represent the readable numeric code located beneath the barcode.
25. Each meter shall be individually factory tested and supplied with an upload file for the City to upload the test results to its meter inventory system via a format provided by the City of North

- Port FL. Each meter shall have a sticker showing the accuracy test results at the three AWWA M6 test flow rates of each meter according to meter size and type.
26. The register shall support localized interval data history storage and retrieval for all available measurements (consumption, temperature, pressure, etc.), with configurable interval periods down to 5 minutes or less and a minimum storage capacity of 288 consecutive intervals.
 27. Remotely actuated shutoff valves shall be integrated with the meter and support on-demand state changes and confirmation via Endpoint communications. Valve states shall include open, closed, and reduced flow.
 28. The register shall provide configurable alarms for leak, broken pipe, reverse flow, and tamper conditions.
 29. Registers shall offer support for remote programming of alarm and meter configurations through the Endpoint via 2-way communication.
 30. Each register shall provide a factory fully potted connector to the Endpoint The connector type shall be determined by the chosen Endpoint vendor.
 31. All water meters shall be new, unused, current year model, with current version of firmware loaded.
 32. The water measurement shall be US Gallons with resolution to be configured to 1 gallon. The digits indicating 1000 gallons and above shall be unique and easy to distinguish.
 33. The rate of flow (low and high) shall be noted for each specified meter size.
 34. All water meters shall support all AMI functionality with two-way wireless communication.
 35. All water meters shall be able to communicate directly to the AMI collector.
 36. All water meters shall wirelessly communicate via an FCC approved regulated spectrum.
 37. All water meters shall be capable of 1-hour interval usage data. All water meters shall be capable of on-demand meter read and status and store consumption data for a minimum of forty (40) days at the endpoint.
 38. All water meters shall have the capability of adding a backflow alarm.
 39. All water meters shall have a minimum 20-year warranty on register and body last ten (10) years prorated).
 40. All water meters shall have a minimum 20-year warranty on battery (last ten (10) years prorated).
 41. New meters shall meet or exceed ANSI/AWWA Standard C700, C710, and/or C713 for accuracy and pressure loss.
 42. New meters shall comply with NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.
 43. Recommendations for inventory parts and ordering lead times to be included as available.

1.04 ADVANCED METERING INFRASTRUCTURE (AMI) ENDPOINTS

1. Batteries must be fully potted and non-replaceable.
2. Respondent may recommend an approach or philosophy on battery preservation. It is requested to detail the company's approach to alternative settings or features, such as low- power mode; time data transmission; self-charging battery; or replaceable battery capabilities.
3. The battery for each AMI endpoint must be fully warranted for a minimum period of ten (10)

- years with ten (10) additional years prorated with assumption that the system provides a minimum of 24-hourly reads per day. The prorated calculation shall be based on the purchase price. Warranty coverages shall not limit the number of on-demand reads performed by the City.
4. RF products must be protected against water and moisture. Replies shall detail AMI endpoint construction for moisture and water protection.
 5. All AMI endpoints equipment must be rated to withstand non-condensing temperatures from - 22 °F to +149 °F.
 6. The proposed system must have AMI modules capable of interpreting encoded meter reading data directly from the new or existing meter registers without error.
 7. Respondents must present in detail the field programming steps necessary to completely install and activate AMI endpoints so that they are ready to transmit meter readings.
 8. Respondents must provide a description about the AMI endpoint's power source and how the "broadcast" method affects the length of the life of the power source.
 9. The AMI endpoint shall have capabilities to indicate damage or tampering with the connection between the AMI endpoint and the register.
 10. The reading from the AMI endpoint must be time-stamped based on synchronized timing of the network.
 11. Rise of endpoint above meter lid surface shall not exceed ¼" or level required for ADA compliance against creation of a trip hazard, whichever is more stringent.
 12. All AMI endpoints shall be properly installed and secured by a manufacturer approved mounting bracket or meter box lid if they are not built into the register.
 13. The AMI endpoint shall alert when the battery is reaching end-of-life.
 14. AMI endpoint shall transmit the same number of digits provided by the encoder register with no truncation of data.
 15. Endpoints shall be provided in waterproof casing rates IP8 or better (submersion up to 1 meter of depth) in accordance with IP code, IEC standard 60529.
 16. AMI system shall recover and retransmit missing reads from each endpoint to backfill missing interval data on a daily basis.
 17. Endpoint enclosure should be composed of UV-inhibiting ABS or similar material. All materials used in the Endpoint must be non-hazardous.
 18. Each Endpoint shall have a unique, permanent ID number that is transmitted with the meter readings.
 19. Endpoints shall be labeled with a bar code of the Endpoint identification number. The label shall be weatherproof and attached to the Endpoint where normal installation will not obscure it.
 20. The system shall be capable of over the air reprogramming of an Endpoint. This functionality should allow for all functions available via a programming handheld as well as firmware upgrade.
 21. The system shall provide tamper detection capability which, when the meter, Endpoint or any wiring between components has been tampered with, shall cause a tamper message to be indicated when the Endpoint transmits its data. Indicate what types of tampers is detected (cut-wire, meter tilt, magnetic tamper, switched register, etc.)
 22. Endpoints shall communicate tamper messages to the control computer immediately upon tamper.

23. Endpoints shall be compatible with temporary hydrant meters.
24. Endpoints must operate in conditions subject to indefinite water submergence (i.e., meter vaults).
25. Ruggedized connection cables should be available for installations that require extra protection from rodents or physical damage.
26. Pit-set Endpoints shall meet performance requirements using a through-lid installation.
27. The handheld shall be capable of reading and downloading data from the Endpoints.
28. The programming/installation field tool shall provide immediate feedback of Endpoint programming success and signal strength to the network.
29. The field tool must retain a log or have the capability to export programming and read history in a common format.
30. Endpoints must be capable of transitioning between AMR and AMI to obtain reads without additional programming. (i.e., if in AMI, the endpoint must be able to transmit a read to a handheld device for exception reads without requiring additional programming).

1.05 AMI SYSTEM SOFTWARE, NETWORK INTEGRATION, SYSTEMS INTEGRATION

The Vendor shall possess the ability to:

1. Provide AMI network integration with the existing City's networking infrastructure.
2. Provide a two-way data synchronization and validation that includes but is not limited to meter information, billing data, address location, usage, and full customer account information between AMI system and utility billing module.
3. Provide data integration testing with a success rate of 100%.
4. Provide mass meter import of all meter information to the utility billing module.
5. Provide standards for the mass meter change-out process and for software integrations.
6. Provide a software package hosted and managed by the Respondent and be available via the City's internet connected network for an unlimited number of users. Software must interface with the existing billing system, process meter readings, interface with the fixed network, and generate dynamic system informational reports.
7. The software shall show and retain a minimum of six (6) months of hourly usage/history and two (2) years of daily usage/history for all City accounts.
8. The software integration shall include the ability to transfer customer consumption history and account billing data for two (2) years prior to AMI installation.
9. Preference shall be given to Respondents with past integration experience with Central Square Naviline software. Please identify three (3) examples of completed interface with the Naviline software, include the project location, number of accounts, and year(s) of the project, along with any identified similarities or differences as compared to the City that are relevant.
10. The software shall be provided as a perpetual license to use the software with the supplied system, provided the annual maintenance agreement is upheld.
11. The software shall provide the ability to generate error reports that identify which endpoints and data collectors have been inactive for a certain period of time.
12. The software must support operator-based security allowing the City to define operator users with varying authorization levels and capabilities. Additionally, all aspects of that operator

- customization must be available (what screens they have access to, what data they can change, etc.)
13. The software shall include the following standard reports: Meter Reading History, Daily Leak Detection, Daily No-Use Meter, Daily Tamper Detection, and Backflow.
 14. The software must provide for proactive exception alarms that can notify utility personnel via email of desired exception conditions.
 15. Software must have a consumer portal so that all utility customers can have access to their usage data.
 16. AMI/MDM System must be capable of integrating with a Customer Portal. Software shall be capable of working with a smart phone app or responsive design so that all utility customers can have access to their usage data on any mobile device.
 17. The software shall provide the user with reports of the status and reading history of individual accounts and selectable groups of accounts.
 18. The software shall be able to sort and list accounts and their meter reading data, and to provide configurable sorting and filtering.
 19. The software shall provide a performance dashboard that can be configured to display the following key metrics at minimum: Overall register read success averaged over 35 days against a target of 99% (within a 3-day period), individual daily register read success over 35 days against a target of 99%, overall interval read success over 35 days against a target of 98.5% (within a 3-day period), and average Collector redundancy across all meters over 35 days against a target 2:1 (Collector to meter) coverage +/-10%.
 20. The AMI Solution shall have the capability for a City user to enable proactive alerts regarding system status, system health and other important system admin concerns.
 21. The AMI Solution shall manage the associated AMI network equipment providing configurable reports on system status, health, throughput, and connectivity through all levels of the network.
 22. All software within the AMI system shall allow for, at minimum, read-only access to all databases. Vendor shall provide updated database schemas for all software, both at time of deployment and after each update. Data warehouses will not be suitable substitutes for this solution unless ALL data housed within the database is available within the warehouse. If a warehouse is proposed, please note that the City will not pay additional fees for the warehouse as this is a mandatory requirement.
 23. Time will be reported in local Florida time in all software interfaces, not in UTC. Vendor is responsible for time conversion to local time.
 24. The system should be able to support multiple users at multiple locations.
 25. The AMI system shall provide reports which detail all past and current two-way commands including the user who initiated them, date stamps, their success rates, and data responses.
 26. The AMI system shall provide an automated or "one-click" method for the end-user to resubmit a two-way batch to target only the devices that have failed to successfully respond during the initial attempt.
 27. AMI System shall be easily recovered and restarted in the event of any interruption or software freeze.
 28. All AMI system functions, reports and data on the control computer or server must be securely

- accessible by properly authorized persons from remote workstations on the Utility's network using IP communications protocol.
29. Report formats shall be user-customizable with full access to all tables and fields, using a built-in report writer or a third-party commercially available report writer that is included with the control computer software. Reports must be able to be directed to a printer, screen or locally accessible data file. The control computer software should enable users to do ad hoc queries.
 30. Disclose any restrictions regarding report, query, or data export limits (timeout threshold, number of records, file size, calls per hour or day, etc.). If restrictions are present, define which components they apply to (built-in report engine, data warehouse, specific databases, scheduled reports/queries, etc.).
 31. The system shall maintain log files of application events (errors, warnings, etc.) including file processing stats and scheduled events. These logs must be accessible and searchable via the system interface. Disclose how long these logs are retained before records are eliminated.
 32. AMI System shall integrate with Central Square via standard and readily available APIs.
 33. The AMI shall use the MDM for storing meter information.
 34. AMI head end shall send interval meter read data to the MDM.
 35. AMI head end shall send meter events, including but not limited to register-level alarms (leak, reverse flow, high flow, swapped meter, etc.) and endpoint events (low battery, meter communication failed, non-numeric read, meter read malfunction, etc.) to the MDM.
 36. API and DB connections should allow for user-defined filtering. At minimum, data should include unique IDs to allow filtering on specific records, and datetime values to support filtering on recent records or specific periods.
 37. All APIs and DB tables must be fully documented, detailing each field (name, format, data type, purpose), relationships, and API calling patterns, parameters, and result format. This documentation must be shared with the City at no charge, with updated versions made available with each patch or software change.
 38. AMI system shall provide leak and usage alerts to external systems for use in customer contact processes.

1.06 SOFTWARE AS A SERVICE (SaaS)

1. All software modules shall be SaaS and hosted by the Vendor.
2. All SaaS shall be accessed using Microsoft Edge browsers and chrome.
3. All SaaS shall be accessed using a secure socket layer (SSL) protocol with a trusted certificate from a Certification Authority (CA).
4. SaaS data is secured in Tier IV SSAE 18 certified data centers.
5. SaaS data is maintained in (or replicated to) more than one data center (in different regions and time zones).
6. SaaS data file backup is properly scheduled and stored in a secure location.
7. SaaS data is the property of the City and cannot be copied, shared, or sold by the Vendor.
8. The Vendor shall promptly notify the City of any unauthorized access of City data. SaaS database shall be fully retrievable by the City.
9. The Vendor shall provide alternative software free of charge if SaaS modules become obsolete or

no longer supported by the Vendor.

10. The contractor shall provide and install any additional software/hardware locally as needed at the Vendor's expense.
11. The MDM software shall be included in reply and annual costs shall be clearly presented for a period of no less than five (5) years from award.
12. SaaS data file backup shall be provided free of charge to the City at the end of the contract.
13. The SaaS environment shall provide 99.9% uptime at minimum.
14. Any outages shall be reported to the City within 2 hours of occurrence, and monthly as well as yearly summary reports detailing the cause, resolution, and duration of all outages shall be made available.

1.07 METER DATA MANAGEMENT SYSTEM (MDMS)

1. MDMS shall identify and present problematic data to operators for resolution before it reaches the City's billing system.
2. MDMS shall provide standard reporting for meter exceptions, meter reads, meter events, communications, exceptional consumption, and continuous consumption.
3. MDMS shall have the ability to view raw, processed, and validated data.
4. MDMS shall display water meter data in the same Graphical User Interface (GUI).
5. MDMS has the ability to manually insert raw register read or perform validation for a given meter.
6. MDMS dashboard shall provide an instant snapshot of the entire utility system.
7. MDMS shall have the ability to remotely disconnect/reconnect meters that have that function built-in.
8. AMI system shall indicate when there is an extended period of no flow through the meter, or an unusually low consumption over a regular reading interval.
9. The MDMS shall allow users to subscribe to emailed reports of all (or specifically targeted) device alarms over user-defined periods (daily, weekly, monthly).
10. Software shall display map-based views using the City's GIS data.
11. MDMS shall allow meters to be grouped into multiple different user-configurable groups for meter reading and data analysis. Examples of groups include routes, customer types, billing cycle, pressure districts, and geographic areas. Grouping must be able to be managed in the User Interface, including adding and removing meters from the group. Automation of group creation by designated field(s) is preferred.
12. MDMS shall provide the ability to gather time synchronized meter readings from a grouping of meters.
13. MDMS shall provide the ability to create a Virtual Meter from a grouping of meters. Virtual Meters should sum the consumption of interval reads for a grouping of meters and present the total consumption in a report for each interval period. Virtual Meters must be able to be managed in the User Interface, including adding and removing meters from the group. Automation of group creation by designated field(s) is preferred.
14. MDMS shall provide geographic, non-revenue dashboards that compare water production against aggregated consumption from meter groups.
15. MDMS shall display precipitation and air temperature information.

16. The system shall flag and report any unauthorized usage, if the customer account record indicates that service has been shut off.
17. The software shall display an aggregated view of all alarms received from devices, with detailed history available for individual devices. The view(s) shall clearly differentiate between active vs. historical alarms and provide filtering and export options.
18. The software shall provide an aggregated view of all parameters that have been programmed into Endpoint, Register, and any other connected devices, with filtering options to easily search for and export all devices sharing a common parameter (i.e.- alarm thresholds, reading dials, resolution, etc.).
19. The system shall be capable of relaying data from acoustic leak sensors through the MDMS, making it available for analysis and export via the user interface.
20. Users should be able to identify a group of meters and customers from a map (by drawing a polygon or box) and output consumption/metering data in a table format that can be exported to Excel.
21. The MDMS shall receive updated data from the Head End at the following minimum frequencies: general alarms = 1-hour, critical alarms = immediate, reading data = 1 hour.
22. Validation and estimation processes must function regardless of data import method (flat file, direct DB, or API)
23. The MDMS shall offer support for add-ons/feature expansions.
24. The MDMS billing process shall support full automation.
25. The MDMS shall allow the option of applying multipliers to read values for display, reporting, and export purposes. The system must support individual multipliers for each meter record.

1.08 AMI SYSTEM SECURITY

1. City requires that the proposed AMI network support encryption that is 256-bit AES.
2. City requires that the proposed AMI network support encryption that meets NIST-FIPS compliance.
3. City desires that Vendor maintain dual data centers so that one center shall provide secure backup for the other. Indicate the frequency at which Utility data will be synchronized to a disaster recovery database and how your hot failover mechanism's function.
4. The recovery point objective (RPO) should limit potential data loss to no more than 15 minutes in the event of system failure.
5. The recovery time objective (RTO) should limit system outage to no more than 2 hours before business continuity is restored.
 - a. City requires Vendor meet the following requirements and detail their methods in meeting these requirements and the that City receives regular reporting to validate that these requirements are continuously met; Vendor meets NERC CIP: NERC CIP v5
 - b. ISO 27001
6. Vendor must meet a minimum of 2 of the following audit standards and provide audit reports at a minimum of annually; please note that Vendors meeting SOC 2 and SOC 3 will be preferred:
 - a. SSAE16 / SOC 1
 - b. SAS70
 - c. SOC 2
 - d. SOC 3

7. The system provides the ability to define user groups with varying security levels for CRUD (Create, Read, Update, Delete) interactions with the system.
8. The system provides security controls and mechanisms to prevent unauthorized individuals from accessing, editing, or modifying system information.
9. The system provider shall provide periodic (yearly at minimum) security audits and vulnerability scans of all system components (database, servers, application) and after system upgrades. Attestation reports or similar reporting shall be provided to the City.
10. AMI system shall provide end-to-end security, including all applicable and necessary security at the appropriate levels, including back-office administration, communication to towers, collectors, repeaters, Home Area Network (HAN), and metering endpoints.
11. AMI system functions, reports and data on the control computer or server shall be securely accessible by properly authorized persons from other workstations on the Utility's city network using IP communications protocol.
12. AMI system shall allow user defined, multi-faceted role-based security levels for activities within the system. Example: (Division Assignment + Role = permission/access)
13. Site-to-site or backhaul connections from city networks shall utilize the following minimum IP-sec standards:
 - a. Phase 1- Encryption Algorithm = AES256 minimum, Hash Algorithm = HMAC-SHA256 minimum, Key Lifetime = 86400 seconds maximum, Preshared-Key Length = 15 characters minimum, Mode = main
 - b. Phase 2- Encryption Algorithm = AES128 minimum, Hash Algorithm = HMAC-SHA1 minimum, Key lifetime = 64800 seconds maximum
14. Vendor shall provide at least a 30-day notice for any type of data purge or data archive that shall be performed in the system.
15. The vendor shall provide the identities of vendors that will be onsite.
16. Hosted services include off-site backups and a restore/recovery process in cases where a data center outage is for an extended time. Backup and recovery audits must be made available by the vendor as they are completed and documented internally and externally. Vendor shall schedule and perform a disaster recovery test not less than annually to ensure continuity of the disaster recovery process and report the results to Utility.
17. Hosted environment compliant with SSAE No. 16. Independent audit reports must be furnished as they are available to the provider.
18. Backup and archive Utility system data and restore the system and data in the event of a system crash or failure by using system backups or a disaster recovery program.
19. Any third-party data centers used to support Utility's system must comply with all the requirements of this section. No third-party data centers shall be used without prior written permission of Utility.
20. Upon notification by Utility that Vendor's services are no longer required, Vendor shall have 15 days to return all production data and archived data to the Utility in the Utility's preferred format; this format will be a machine-readable format. Upon notification by the Utility that the data has been validated, the vendor must immediately destroy all data records it holds for the Utility based on the datasets it was hosting under this proposal.

21. All data centers used to support Utility's AMI system and data, including any disaster recovery data centers, shall be located in the United States.
22. The facility which hosts the Solution must have a formal business resumption and disaster recovery plan defined and in place.
23. In detailing your data center, please outline if it meets TIA 942 standards and the most recent rating information. Details on your data center should include copies of all certifications and a copy of your two most recent audit reports.

1.09 AMI SYSTEM TRAINING

1. Vendor to provide testing services that include unit testing of software and integrations, system integration testing, user acceptance testing, and initial system performance and final system performance testing services. System performance testing must include validation of the Register read, Interval read, Billing read, and network redundancy targets over 35 days, as well as proven success of two-way communication goals.
2. The City requires that training is provided to all appropriate staff including IT, Customer Service, Utility Billing, Field Services, Maintenance and Administrators. The training shall be sufficient to enable them to configure, implement, and properly operate and maintain all components of the AMI system including Meters, Registers, Endpoints, Collectors, Head End System (HES), MDMS, and integration software.
3. The AMI Provider shall provide a training plan furnishing a description of training approach, schedule and other relevant training activities and issues. The plan should include initial training for system operation, as well as periodic refresher training (at an additional cost) for continuing and new City employees. Provider-conducted training shall include information on the training format including instructor-led hands-on, public classroom training, web-based training and train the trainer.
4. The City requires that training occur once the system is fully operational, apart from meter and Endpoint installation training, which is to occur prior to system installation. The training must use real data from the City's own system wherever possible.
5. The AMI Provider confirms that their training shall be accompanied by course workbooks, presentations, and written materials. All training must ensure City employees or agents have absorbed the content of the training. AMI Provider shall provide trainees' workbooks, training aids (including software and video), and system technical manuals prior to or during the training session at no additional cost. All curriculum, presentations and other training materials shall be left with City staff to aid in training future staff that will be working with the system.
6. The vendor shall train City trainers with the approved training modules to enable the City to provide their own training to staff after the completion of this project.
7. AMI Provider agrees that the City may freely copy any documentation and training materials, either provided as hard copy or electronically, for its sole use.
8. The training schedule shall be coordinated with the City. The training on operation of the AMI system shall not occur until after the software has been installed and the billing interface file has been written, tested, and is working successfully to transfer meter reading data to the billing system.

9. The Vendor shall include follow up training after the system has been operational for six (6) months at no charge.
10. Provide training of the City's employees in endpoint installation, field maintenance, diagnosis and troubleshooting, and system use and operation and maintenance.

1.10 TECHNICAL SUPPORT REQUIREMENT AND WARRANTY FOR THE AMI SYSTEM

1. Respondents shall provide manufacturer's terms and conditions of all warranties offered. As a minimum, the AMI system must be warrantied for a minimum period of one (1) year from the date of substantial completion.
2. The Respondent shall provide detailed information and pricing for annual maintenance and support.
3. The annual hardware maintenance agreement shall include equipment, materials.
4. The annual software maintenance agreement shall include SaaS module licenses, access, updates, hosting, backup, data security, encryption, and telephone support. The first year (Year 1) hardware and software maintenance listed above shall start at the date the system is accepted as fully operational.
5. The Vendor shall provide ongoing maintenance of the AMI system and MDM at no cost to the City for years two (2) through five (5). Increases after year five (5) shall not exceed 3% annually.
6. A toll-free telephone Help Desk shall be available between the hours of 7:00 a.m. and 6:00 p.m., Eastern Standard Time, with after-hours telephone numbers available as needed. The Help Desk services shall include network device problems/questions; software operations problems/questions; equipment returns and repairs; loaner equipment processing; evaluation of information for updates or revisions; evaluation of personnel training needs.
7. Respondent shall provide technical support starting with the system install process until the deployment project is finalized and accepted. Technical support must include at a minimum on-site and telephone support for system maintenance, and patches and upgrades to the system software and firmware for fixes and upgrades to ensure that the system continues to perform to design criteria.
8. The Respondent shall provide a secure, web-based support portal that provides the ability to log service requests and help tickets, view the status of service items, access and download documentation, access firmware and software libraries, and view licensing levels.
9. The Respondent shall be able to remotely connect to the AMI head end or database server to diagnose system performance problems and other issues. System performance monitoring reports and metrics shall be available to the City on a mutually agreeable timeline.
10. Respondent shall provide updated versions of all manuals via email to an appointed Utility contact within two weeks of any revisions or additions to the manuals.
11. Throughout the lifetime of the system, Respondent shall provide a complete set of release notes, system documentation, and training material for each new system version, which shall describe all changes required to the system hardware, software, and firmware.
12. Respondent agrees that the City may freely copy any documentation provided for its sole use.
13. Documentation is required to be provided in an indexed, digital format.

14. Documentation shall be customized to represent the specific design and operational procedures of the City's system.
15. Respondent shall include firmware for all system components, including Endpoints, Collectors, Repeaters and portable interrogator/programming/testing units, at no additional cost or separate annual maintenance fee. Additionally, all updates, including firmware, MUST include release notes at every release.
16. Respondent shall provide any available upgrades or patches to firmware to correct problems, add new standard features, and ensure system compatibility and full functionality for a minimum of 15 years or the expected life of the components (indicate if it is other than 15 years) at no additional cost, including installation.
17. Respondent shall provide warranty for the Endpoints, Repeaters and Collectors against failures that exceed the guaranteed maximum failure rates as defined by the Respondent. Should the failure rates exceed these levels or should the system in its totality substantially fail to perform such that the City cannot reliably use the system for billing, or should the occurrence of erroneous or inaccurate Meter readings exceed twenty per thousand per year, then the City may notify the Respondent of this condition, whereupon the Respondent must be responsible for promptly restoring the system to its normal level of reliability and accuracy at its sole cost and expense.
18. The Respondent shall represent and warrant that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of a person.
19. The vendor shall participate in a yearly or bi-yearly performance review to ensure that both system support and performance expectations are being met.

1.11 PROJECT MANAGEMENT AND SCHEDULE

1. The Vendor shall provide project management for their Scope of Services as detailed herein. The project manager shall be required to coordinate activities with the City and City's representative.
2. The Vendor shall manage and perform the Scope of Services (SOS) as outlined in their RFP Response, including but not limited to system installation, configuration, and testing, in accordance with the responsibilities and approach described in their proposed project management documentation.
3. The Vendor shall work cooperatively with the City's project managers and project team members and maintain responsiveness to action items and issues resolution tasks assigned through the project management team as part of the implementation plan.

EXHIBIT "B" TO CONTRACT NO. 2024-20
SCOPE OF SERVICES- NEGOTIATED WITH VENDOR

The Vendor shall provide the following materials, software access, services, and training, as further detailed below and in accordance with the Fee Schedule in Exhibit C:

Materials and Services

- Supply water meters, endpoints, and related services in accordance with Exhibit C, following issuance of a purchase order by the City of North Port to Ferguson Waterworks.
- Provide access to Neptune 360 Cloud-Based Software, Neptune 360 Mobile Application, and Neptune 360 Field Manager Application. (See attached "Neptune 360 Description of Service.")

Training and Support

- Provide field training for proper meter and endpoint installation, activation, field manager app verification, and basic troubleshooting.
- Provide training and education for Neptune 360 Cloud-Based Software, AMI Reports, and My 360 Consumer Portal.

Existing Inventory Credit

- Ferguson to offer account credit on R900i meters in North Port inventory per schedule in Exhibit C.
- Ferguson will need to receive a purchase order for new material under Contract 2024-20 in conjunction with issuance of credit to the City of North Port.
- Account credit to be disbursed in 2 phases to allow us time to get material back to Ferguson meter depot and accounted for under unique part numbers identifying material as having less than new battery life.

My 360 Consumer Portal

- Neptune has agreed to waive all costs associated with My 360 Consumer Portal for the initial term of the agreement, including the My 360 Setup Fee, Annual Subscription, Single Sign-On Integration, and Single Sign-On Annual Subscription Fees. Upon renewal, the annual subscription rate shall not exceed the below amounts based on the number of deployed endpoints active in the system. All other years beyond the initial fourth year renewal will be subject to Section 2. (4) & (5) of the agreement.

# of Deployed Endpoints (Cellular AMI)	Annual Subscription Rate
Connected Endpoints 1 - 500	\$ 6,000.00
Connected Endpoints 501 - 1,000	\$ 6,000.00
Connected Endpoints 1001 - 2,500	\$ 6,000.00
Connected Endpoints 2501 - 5,000	\$ 6,000.00
Connected Endpoints 5,001 - 10,000	\$ 7,500.00
Connected Endpoints 10,001 - 20,000	\$ 12,750.00
Connected Endpoints 20,001 - 50,000	\$ 25,000.00

**EXHIBIT "C" TO CONTRACT NO. 2024-20
FEE SCHEDULE**

	A	B
1		
2	ADVANCED WATER METER SYSTEM	
3	FEE SCHEDULE	
4		
5	<u>Item Description</u>	<u>Unit Price</u>
6		
7	<u>Neptune Mach 10 Complete Meters</u>	
8	5/8"x3/4" Mach 10 Meter W/ 3' Neptune Quick Lock Connector	\$ 215.00
9	1" Mach 10 Meter W/ 3' Neptune Quick Lock Connector	\$ 294.00
10	1 1/2" Mach 10 Meter W/ 3' Neptune Quick Lock Connector	\$ 758.00
11	2" Mach 10 Meter W/ 3' Neptune Quick Lock Connector	\$ 920.00
12	3" Mach 10 Meter W/ 3' Neptune Quick Lock Connector <i>(Either length option)</i>	\$ 2,780.00
13	4" Mach 10 Meter W/ 3' Neptune Quick Lock Connector <i>(Either Length Option)</i>	\$ 3,620.00
14	6" Mach 10 Meter W/ 3' Neptune Quick Lock Connector <i>(Either Length Option)</i>	\$ 6,020.00
15		
16	<u>Neptune Mach 10 Unitized Measuring Elements (UMEs)</u>	
17	UME 3" Mach 10 W/ 3' Neptune Quick Lock Connector	\$ 1,875.00
18	UME 4" Mach 10 W/ 3' Neptune Quick Lock Connector	\$ 2,500.00
19	UME 6" Mach 10 W/ 3' Neptune Quick Lock Connector	\$ 3,750.00
20		
21	<u>Neptune Cellular Endpoints</u>	
22	R900 - FirstNet Cellular Wall MIU - 2' of Wire	\$ 165.00
23	R900 - FirstNet Cellular Pit MIU W/Internal Antenna, 3' Neptune Quick Lock Connector	\$ 170.00
24	R900 - Verizon Cellular Wall MIU - 2' of Wire	\$ 170.00
25	R900 - Verizon Cellular Pit MIU W/Internal Antenna, 3' Neptune Quick Lock Connector	\$ 175.00
26		
27	<u>Neptune 360 SaaS Platform + Cellular Data Plan Annual Subscription</u>	
28	Connected Endpoints 20,001-50,000, per meter-per year, First Net	\$ 6.53
29	Connected Endpoints 20,001-50,000, per meter-per year, Verizon	\$ 8.75

Remaining Inventory re-purchases by Vendor

Vendor shall credit remaining inventory based on the discount factor applied by the following table.

METER INVENTORY	MANUFACTURE DATE	ORIGINAL SELL PRICE	DISCOUNT FACTOR	CREDIT
5/8"x3/4" T10 PROCODER R900I	5/31/2023	\$ 246.50	0.5	\$ 123.25
	7/1/2023	\$ 246.50	0.5	\$ 123.25
	9/11/2023	\$ 246.50	0.5	\$ 123.25
	12/4/2023	\$ 246.50	0.5	\$ 123.25
1" MACH 10 R900I	12/22/2023	\$ 386.44	0.5	\$ 193.22
	1/22/2024	\$ 386.44	0.4	\$ 231.86
1-1/2" MACH 10 R900I	12/4/2020	\$ 815.38	0.8	\$ 163.08
	6/17/2021	\$ 815.38	0.7	\$ 244.61
	8/31/2021	\$ 815.38	0.7	\$ 244.61
	9/1/2021	\$ 815.38	0.7	\$ 244.61
	3/25/2022	\$ 815.38	0.6	\$ 326.15
2" MACH 10 R900I	9/21/2021	\$ 969.00	0.7	\$ 290.70
	6/1/2023	\$ 1,252.83	0.5	\$ 626.42
2" T10 PROCODER R900I	3/8/2021	\$ 625.00	0.7	\$ 187.50

EXHIBIT "D" TO CONTRACT NO. 2024-20
DESCRIPTION OF SERVICES AND SOLE SOURCE LETTER FOR NEPTUNE TECHNOLOGY GROUP

The Neptune® 360TM cloud platform delivers an intuitive, user-friendly design, making AMR and AMI meter reading data clear and easy to interpret. System-wide Key Performance Indicators and geographical views assist with identifying areas of concern and ways to maximize operational efficiency and improve overall customer service and quality of service.

Description of Services

The Neptune 360 subscription provides the customer with a non-transferable license to access the Neptune 360 application for all internal personnel. The Customer shall not permit the use of the Service by any unauthorized third parties, unless mutually agreed in writing. The subscription includes the following services:

- Secure access to the Neptune 360 platform, which includes:
 - o Neptune 360 Web App
 - o Neptune 360 Mobile App
 - o Neptune 360 Field Manager App
 - o Application Programming Interfaces (if applicable)
- 24x7 application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes
- Telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays, and email support at support@neptunetg.com

Service Level Objectives

- Availability. Neptune shall use commercially reasonable efforts to provide at least 99% uptime of Neptune 360, excluding communicated maintenance windows.
- Ticket Issuance. Neptune shall open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune shall promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- Response Time. The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.

Data Ownership

All data that is received from the Neptune 360 platform is captured, processed, stored, and accessed within the country in which the utility customer resides. Any data and information provided to Neptune by Customer, or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of providing and maintaining the Service. Upon expiration or failure to renew the subscription, Neptune will no longer provide the Service and Customer may no longer use the platform. Within 30 days of the expiration effective date, the Customer may provide a written request for any Customer Data. Neptune will use commercially reasonable efforts to provide

Customer Data in a mutually agreed upon format for export or download so long as Customer is current in all payments to Neptune. Neptune has no obligation to maintain or provide the Customer Data, unless otherwise required to do so by law.

Application Programming Interfaces

- License. For the sole purpose of creating an interface between Neptune 360 and applications licensed by Customer from third parties, the subscription includes a non-exclusive, non-transferable license to use APIs as well as related documentation required for their implementation.
- Limitations on Rights of Use. Customer shall not use the API for any other purpose except as expressly authorized in writing. Customer has no rights to the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non- source code delivered API. Any rights in API(s) and the Documentation not expressly granted to Customer in writing shall remain with Neptune.
- Upgrades. Neptune may make changes to the APIs from time to time. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third-party software or programs after changes to the APIs, changes to third-party software or programs, or changes to the Neptune 360 platform.
- Third-Party Use. Customer acknowledges and agrees that the license shall not extend to any third-party of Customer and if Customer desires to engage third parties to utilize Neptune's APIs for development or any other purposes, Neptune's prior written consent must be obtained. Upon receiving consent, the third-party must enter into a separate agreement with Neptune prior to using the APIs.

Disclaimer of Warranties

OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.

The Neptune® My360™ consumer portal cloud platform, designed with a user-friendly interface, allows utilities to provide their consumers with a self-service application to seamlessly monitor their water consumption. With features like out-of-town notifications and usage thresholds, consumers can effectively control their usage and contribute to water conservation.

Description of Services

The Neptune My360™ subscription provides the utility customer ("Customer") and its constituents (collectively the "User") with licenses to the Neptune My360 application. Users shall not permit unauthorized third parties to the Service, unless Neptune approves in writing. The subscription includes the following services:

- Secure access to the Neptune My360 platform, which includes:
 - o Neptune My360 Utility Web Application
 - o Neptune My360 Consumer Web Application
- 24x7 application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes

- Telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays, and email support at support@neptunetg.com

Service Level Objectives

- Availability. Neptune shall use commercially reasonable efforts to provide at least 99% uptime of Neptune My360, excluding communicated maintenance windows.
- Ticket Issuance. Neptune shall open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when User first reports the issue. If an issue relates to the User's system and Neptune becomes aware of the issue, Neptune shall promptly report this information to User. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.

Data Ownership

All data that is received from the Neptune My360 platform is captured, processed, stored, and accessed within the country in which the Customer operates. Any data and information provided to Neptune by Users ("User Data") remains the property of the Customer. The utility customer grants Neptune the right and license to host, access, store, and use the User Data for the purposes of providing and maintaining the Service. Upon expiration or failure to renew the subscription, Neptune shall no longer provide the Service and Users may no longer use the platform. Within 30 days of the expiration effective date, Users may provide a written request for any User Data. Neptune shall use commercially reasonable efforts to provide User Data in a mutually agreed upon format for export or download so long as the Customer is current in all payments to Neptune. Neptune has no obligation to maintain or provide the User Data, unless otherwise required to do so by law.

Disclaimer of Warranties

OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.



January 21, 2025

Geoff Thomas
Contract Administrator
Purchasing Division
City of North Port, FL 34286

Mr. Thomas,

Please note that Ferguson Waterworks, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Mitch Elliott

Mitch Elliott
Senior Regional Manager
Neptune Technology Group, Inc.

ATTACHMENT 4 – DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that
Ferguson Enterprises, LLC dba Ferguson Waterworks does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:



As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Offeror's Signature

MARCH 15TH 2024

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 5 – PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Mark McFalls being an authorized representative of the Respondent,
Ferguson Enterprises, LLC dba Ferguson Waterworks, located at 1805 Paulson Dr
City: Port Charlotte State: FL Zip Code: 33954, have read and understand the
contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: [Signature] Date: 3/15/24

Telephone #: (239) 850 - 7486 Fax #: (941) 627 3519

Federal ID #: 54-1211771

STATE OF FLORIDA
CITY OF LEE

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this 15
day of MARCH 2022, by MARK MCFALLS.
2024

[Signature]
Notary Public – State of FLORIDA

Personally Known X OR Produced Identification
Type of Identification Produced N/A



LEE A. POWELL
Notary Public
State of Florida
Comm# HH343489
Expires 12/21/2026

Date: MARCH 15TH, 2024

Signed (Person authorized to bind the company): [Signature]

Name (printed): Mark McFalls Title: General Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

State of FLORIDA

City of FORT MYERS

Before me, the undersigned authority, personally appeared:

Mark McFalls

who, being first duly sworn, deposes and says that:

1. He/She is the Representative (Owner, Partner, Officer, Representative or Agent) of Ferguson Enterprises, LLC dba Ferguson Waterworks, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 15TH day of MARCH, 2024.

By: [Signature]

Mark McFalls

(Printed Name)

General Manager

(Title)

STATE OF FLORIDA
CITY OF FORT MYERS

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this 15 day of MARCH 2023, by MARK MCFALLS.
2024

[Signature]
Notary Public – State of FLORIDA

Personally Known X OR Produced Identification
Type of Identification Produced N/A



LEE A. POWELL
Notary Public
State of Florida
Comm# HH343489
Expires 12/21/2026

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ATTACHMENT 7 – LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF FLORIDA

CITY OF FORT MYERS

This 15 day MARCH of 2023—2024

Mark McFalls

being first duly sworn, deposes and says that he or she is the authorized representative of Ferguson Enterprises, LLC dba Ferguson Waterworks (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, are prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 15 day of MARCH 2023, 2024

By: [Signature]

Mark McFalls

(Printed Name)
General Manager

(Title)

STATE OF FLORIDA

CITY OF FORT MYERS

Sworn to ~~(or affirmed)~~ and subscribed before me by means of X physical presence or ___ online notarization, this day of MARCH 2023, by MARK MCFALLS.
2024

Notary Public – State of FLORIDA

Personally Known X OR Produced Identification _____
Type of Identification Produced N/A



LEE A. POWELL
Notary Public
State of Florida
Comm# HH343489
Expires 12/21/2026

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F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ I am an employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Ferguson Enterprises, LLC dba Ferguson Waterworks

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Mark McFalls, General Manager

SIGNATURE: 

DATE: MARCH 15TH, 2024

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 9 – DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

☒ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____

☐ Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

☐ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: Ferguson Enterprises, LLC dba Ferguson Waterworks

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Mark McFalls, General Manager

SIGNATURE: 

DATE: MARCH 15TH, 2024

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 10 – SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

Authorized Representative Name and Title: Mark McFalls, General Manager

Address: 18305 Paulson Dr. City: Port Charlotte State: FL ZIP: 33954

Phone Number: (239) 850 - 7486 Email mark.mcfalls@ferguson.com

Address: 18305 Paulson Dr, Port Charlotte, FL 33954

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

☒ This bid, proposal, contract, or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, contract, or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, 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 it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:


AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Mark McFalls, General Manager

Date Certified: MARCH 15TH, 2024

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 11 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF FLORIDA
CITY OF FORT MYERS

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors, or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: Ferguson Enterprises, LLC
dba Ferguson Waterworks (Vendor's Company Name)

[Signature]

(Vendor signature)

Mark Mc Falls (Vendor's name printed)

General Manager (Title)

Sworn to and subscribed before me by means of X physical presence or ___online notarization, this 15 day of MARCH 2023, by MARK MC FALLS as GENERAL MANAGER.
2024

Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced N/A



LEE A. POWELL
Notary Public
State of Florida
Comm# HH343489
Expires 12/21/2026

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END OF PART IV