



CITY OF HOLLYWOOD, FLORIDA

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

PROCUREMENT SERVICES DIVISION

2018 JUL 30 PM 5:12

Sole Source Justification Form (Use for Purchases(s) in excess of \$5,000)

Per City of Hollywood Ordinance § 38.40 (C) (3) 'sole source' purchases are exempt from the competitive bid and competitive proposal requirements. *Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Director of Procurement Services determines, after a good faith review of available sources, that a particular supply or service is available from only one source.*

Date 7/11/18

Department/Office 4000

Division/Area 4012

Contract Administrator Robert Walker

Title Public Utilities Manager

Phone 954-921-3046

Email rawalker@hollywoodfl.org

1. Requested Vendor Aclara Technologies LLC

Vendor Number 32824

Address 77 West Port Plaza Rd Ste 500
St. Louis, MO 63146

Contact Person Veronda Edmondson

Title Customer Planner

Phone 314-895-6478

Email aclaraorders@aclara.com

2. Product/Service being requested (be specific). Star fixed network automatic meter reading system single port and dual port MTU's.

3. Detailed description of the product/service function and purpose. The MTU is the element that reads the water meter and sends the reading to the billing department.

4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor. Aclara is the manufacturer of the equipment and they don't utilize 3rd party vendors to sell their product.

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function. We obtained a letter from the vendor confirming that they are the only source (attached).

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

☒ Vendor holds the exclusive rights for the product/service.

☐ Vendor is the sole provider of the product/service that has unique characteristics essential to the needs which no other product is capable.

☐ Product is replacing existing product and necessary to maintain warranty or service contract.

☒ Product is replacing existing product and is not interchangeable with any other product.

7. Total cost of the requested product/service? Single port MTU \$85.00/Dual Port \$128.00

8. Total estimated annual (fiscal year) cost of requested product/service? \$130,818.70

Account Number(s) 42.1200.00000.141.980000, 42.4012.00772.536.005226

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.)

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☐ No

What is the grant source? _____

What is the grant (dollar) amount? _____

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched

Search Results

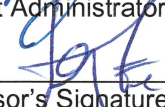
REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – “It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.


I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.


Contract Administrator Signature

7/23/18
Date




Supervisor's Signature

7/26/18
Date

 for S. Joseph 07/30/18
Director's Signature (required over \$15,000)

7/30/18
Date

APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	<u>10/24/18</u>
Approved By:		Date	<u>10/24/2018</u>

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)



77 Westport Plaza
Suite 500
St. Louis, MO 63146
www.AclaraTech.com

314.895.6448
314.590.8085 fax

July 18, 2018

Robert Walker
Public Utilities Manager
City of Hollywood
Underground Utilities
P.O. Box 229045
Hollywood, FL 33022

Subject: Aclara Sole Source Statement

Dear Mr. Walker,

This letter is to confirm that Aclara Technologies LLC (Aclara) is the sole manufacturer, sole supplier and sole maintenance provider of the STAR Network AMI System which is currently installed throughout the City of Hollywood, Florida.

The STAR® Network and its STAR NCC Software, STAR Programmer Software, Meter Transmission Unit (MTU), and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Automatic Meter Reading System. In addition, Aclara is the only provider of STAR Software and System Maintenance Services.

We look forward to the opportunity to continue to support the City of Hollywood, Florida with our STAR® products and services.

Sincerely,

A handwritten signature in blue ink that reads "Samuel Wright".

Samuel Wright.
Contracts Administrator
Aclara Technologies LLC



Quotation

Quote #: Q-05454-2
Created Date: 9/14/2018 11:11 AM
Expiration Date: 10/31/2018

Aclara

77 West Port Plaza, Ste. 500
Maryland Heights, MO 63146
US
Phone: (800) 297-2728

Bill To

Robert Walker
Hollywood, City of (FL)
1600 S. PARK ROAD
Hollywood, FL 33021
(954) 921-3046
rawalker@hollywoodfl.org

End Customer

Hollywood, City of (FL)

Prepared By	Phone	EMAIL	PAYMENT METHOD
			Net 30

Aclara End Points

Product Description	Part No.	Qty	Lead Time (wks)	Sale Price	Extended Price
MTU,2WAY,ENCDR,2P,EXT,NICR, AN	3422-012-DBW	1		USD 138.00	USD 138.00
MTU,MIGRT,ENCDR,1P,EXT RNG,HRR	3421-012-DBW	1,500		USD 92.00	USD 138,000.00
Aclara End Points TOTAL:					USD 138,138.00
Sub-Total				USD 138,138.00	

Total	USD 138,138.00
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Notes

City of Hollywood (Blanket) MTU Quote Q-05454

This quote reflects a 5% price increase effective October 1, 2018. The unit price also includes the standard shipping charge of 2.5%

The prices quoted are good through September 30, 2019. This quote reflects pricing as of 10/1/2018, a 5% increase over the prior year's prices. The standard shipping charge of 2.5% is included in the unit price of each item on this quote. Shipments can be released against the BPO as needs arise throughout the year.

TERMS & CONDITIONS

General Note:

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

ADDITIONAL TERMS:

1. Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
2. This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.
3. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
4. Buyer shall pay Seller's standard Material Handling charges.
5. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
6. Total Extended price shown excludes any applicable Sales Tax.
7. IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE. RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to <mailto:Aclaraorders@aclara.com>

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

PO Number *:

* Ship To:

Street:

City, State Zip:

* If there is no purchase order, Ship To address must be entered.

Aclara Confidential / Proprietary Information

Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions> . By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.

Robert Lowery

From: Ingram, LaKiesha <lingram@aclara.com>
Sent: Wednesday, April 25, 2018 7:37 PM
To: Alan Fallik
Cc: Francois Domond; Sublett, Frank
Subject: RE: Aclara - Terms and Conditions
Attachments: Terms Conditions-PO. (04 25 18).final.docx; Terms Conditions-PO. (04 25 18).redline.docx

Alan:

Attached are the final version and redline of the Terms and Conditions.

From: Alan Fallik <AFALLIK@hollywoodfl.org>
Sent: Wednesday, April 25, 2018 12:57 PM
To: Ingram, LaKiesha <lingram@aclara.com>
Cc: Francois Domond <FDOMOND@hollywoodfl.org>
Subject: Aclara - Terms and Conditions

External E-mail alert! Use caution before clicking links/attachments

Dear LaKiesha:

As you are aware, the City and Aclara have agreed to the final language of the "Confidentiality" paragraph Aclara wishes to add to the terms and conditions. The City is fine with the other changes proposed by Aclara. I believe you typed the version of the terms and conditions that contained Aclara's original changes. If you could incorporate the final version of the "Confidentiality" paragraph and send me the final version, we will proceed to seek the approval we need to finalize the purchase.

Thank you for your cooperation.

Sincerely,

Alan Fallik
Deputy City Attorney
2600 Hollywood Blvd.
Hollywood, FL 33020
(telephone) (954) 921-3435
(facsimile) (954) 921-3081

Alan Fallik
Deputy City Attorney
City of Hollywood
Office of the City Attorney
2600 Hollywood Blvd Suite 407
P.O. Box 229045
Hollywood, FL 33022-9045
Office: 954-921-3435
E-mail: AFALLIK@hollywoodfl.org



Notice: Florida has a broad public records law. All correspondence sent to City personnel via e-mail may be subject to disclosure as a matter of public record. This e-mail from the City of Hollywood Office of the City Attorney contains a communication protected by the attorney-client

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller). Seller agrees to sell and deliver to Buyer the parts, materials, supplies, items, articles and other goods ("Equipment") and Services described on the purchase order form to which these Terms and Conditions are attached. The purchase order form, these Terms and Conditions and the parties' acceptance constitute the "Agreement".

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer or Seller unless signed by the Director and Seller. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon Buyer or Seller unless they are endorsed and approved by the City Attorney and Seller. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order. Seller shall not be liable for delays in shipment or delivery of any Equipment sold hereunder, or loss or damage thereto, when due to acts or causes beyond Seller's reasonable control.

DEFAULT

Subject to the Limitation on Liability set forth herein, in the event of default by the Seller, Buyer may procure the Equipment or Services covered by this order from other sources and hold to Seller responsible for any reasonable excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, and Seller reserve the right to terminate this order in whole or in part for default (a) if the other party fails to perform in accordance with any of the material requirements of this order and further fails within thirty (30) days after written notice thereof from the non-terminating party to take reasonable steps to remedy such default; or (b) if the other party becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against the other party under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination by Buyer will be without liability to Buyer except for completed Services and Equipment delivered and accepted by the Buyer. In the event of termination by Seller, Buyer shall be subject to any claim Seller may have against Buyer under other provisions of this Agreement, or as a matter of law.

F.O.B., SHIPPING AND RISK OF LOSS

Seller shall deliver Equipment to Buyer F.O.B. Origin (Incoterms 2010). Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted. Partial deliveries are permitted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 from date of invoice. Buyer agrees to pay the price(s) as set forth in the purchase order form. Any amounts not paid when due shall bear interest at the lesser of 1 1/2% per month or the highest amount permitted by law until paid.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall use commercially reasonable efforts to notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure by Seller to use commercially reasonable efforts to notify the Buyer concerning this type of delivery will result in the billing to Seller of any reasonable add-on redelivery, storage or handling charges.

INSPECTION

All Equipment delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All reasonably rejected Equipment shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Equipment shipped in excess of quantity designated may be returned at the Seller's expense so long as Buyer notifies Seller within ten (10) days after receipt.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

WARRANTY

Seller warrants its products in accordance with Aclara's Equipment warranties.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the Equipment covered herein, or Services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARKS

Seller shall save and hold harmless Buyer, its officers, employees and agents from any claim for liability alleging infringement (a "Claim") of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order, provided that (1) Buyer promptly, and in any event, within ten (10) days of becoming aware of the Claim, notifies Seller in writing of such Claims; (2) Buyer makes no admission of liability and does not take any position adverse to Seller; (3) Buyer provides Seller with full disclosure and fully cooperates with Seller in assisting in the defense or settlement of such Claims; and (4) Seller has the sole right to conduct the defense of such Claim or to settle such Claim. In the event any such Equipment sold hereunder is held in such suit to be infringing or misappropriating or its use by Buyer is enjoined or limited in any manner, or Seller believes that such holding or enjoining is likely, Seller shall at its sole option and

expense: 1) procure for Buyer the right to continue use of such Equipment or 2) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing, or (3) failing (1) or (2), take back infringing Equipment and refund the price received by Seller attributable to the infringing Equipment. Notwithstanding the foregoing, Seller shall not be liable for any Claim based upon (a) the combination or use of the Equipment with any other equipment not supplied or authorized by Seller; or (b) Buyer's possession or use of any altered version of the Equipment unless such alteration has been performed or expressly authorized by Seller; or (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim; or (d) Equipment made to Buyer's specifications.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, brought by a third party, including costs, expenses and reasonable attorney fees, incurred as a result of any negligent omissions or negligent acts by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order provided that (a) Buyer promptly notifies Seller in writing of such claims; (b) Buyer fully cooperates with Seller in assisting in the defense or settlement of such claims; and (c) Seller has the sole right to conduct the defense of such claim or to settle such claim. Further, provided that Buyer promptly notifies Seller in writing of any alleged violations described below, Seller shall also indemnify Buyer for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Seller. Seller's obligations under this Article shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Buyer.

To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend Seller, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, brought by a third party, including costs, expenses and reasonable attorney fees, incurred as a result of any negligent omissions or negligent acts by the Buyer, its officers, employees, agents, subcontractors or assignees arising out of this order provided that (a) Seller promptly notifies Buyer in writing of such claims; (b) Seller fully cooperates with Buyer in assisting in the defense or settlement of such claims; and (c) Buyer has the sole right to conduct the defense of such claim or to settle such claim. Further, provided that Seller promptly notifies Buyer in writing of any alleged violations described below, Buyer shall also indemnify Seller for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Buyer. Buyer's obligations under this Article shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Seller.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement shall be used by either party in anyway, manner or form in product literature or advertising unless first obtaining the express written consent of the other party.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must provide for the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

SUBSTITUTION

Seller shall have the right to substitute an item of Equipment for an item specified in the purchase order form provided that such substituted item is, in fact, functionally equivalent to the specified item. In the event of any such substitution, Seller shall give Buyer prompt written notice of its intention to make a substitution which notice shall set forth the reason(s) for such substitution and shall contain a statement that the substituted item is functionally equivalent to the specified item.

LIMITATION OF LIABILITY

Notwithstanding anything contained herein to the contrary, the total aggregate liability of Seller to the Buyer for all liability arising out of or in connection with the performance by Seller of its obligations under this Agreement shall be limited to the aggregate sum of payments made by Buyer to Seller under this Agreement. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE, OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CONFIDENTIALITY

Certain information which Seller may deliver or disclose to Buyer in connection with Seller's performance hereunder is proprietary to Seller and will be clearly marked as proprietary by Seller (hereinafter, "Seller Proprietary Information"). Buyer agrees to keep such Seller Proprietary Information confidential, to use it only in connection with Buyer's use or operation of the Equipment and not to sell, transfer, disclose, or otherwise make available any of such data to others. Seller acknowledges that Seller Proprietary Information may be subject to mandatory disclosure under Florida Law. However, in the event Buyer receives a request for the disclosure of Seller Proprietary Information, Seller shall be promptly notified of such request.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining portions of this Agreement shall continue to be binding and enforceable.

INDEPENDENT CONTRACTOR

Seller agrees to perform the work in connection with this Agreement as an Independent Contractor and not as a subcontractor, agent or employee of Buyer, its parent, subsidiaries or affiliates, or their respective officers, directors, agents or employees.

NOTICES

Any notices required under this Agreement shall be in writing and shall for all purposes be deemed to be fully given and received if sent by registered or certified mail, postage prepaid, to the respective parties at the addresses set forth on the purchase order form. Such addresses are subject to change by the respective parties upon written notice as herein provided.

TERMS OF AGREEMENT: ORDER OF PRECEDENCE: ENTIRE AGREEMENT

The Parties intend for these express Terms and Conditions contained in this Agreement (including any Schedules and Exhibits thereto) and in any purchase order form that are consistent with these standard Terms and Conditions to exclusively govern and control each of the Parties' respective rights and obligations regarding the manufacture, purchase and sale of Equipment and Services. Notwithstanding the foregoing, if any terms and conditions contained in a purchase order form conflict with any terms and conditions contained in this Agreement, the applicable standard term or condition herein will prevail and such contrary or different terms will have no force or effect. Except for such contrary terms, the terms and conditions of all purchase order forms are incorporated by reference into this Agreement for all applicable purposes hereunder. Without limitation of anything contained in this Section, any additional, contrary or different terms contained in any confirmation or any of Seller's invoices or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Agreement, are deemed rejected by Buyer and will not modify this Agreement or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized Representatives of both Parties. The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Equipment covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.

Aclara Warranties

- STAR® MTU Warranty
- STAR® Utility DCU Warranty
- STAR® Utility NCC Warranty
- Aclara® Software Warranty

STAR® MTU Warranty

Basic Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Meter Transmission Unit (MTU) that the MTU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period often (10) years from the date of original product shipment (the "full warranty period").

Any STAR® Utility MTU manufactured by Aclara Technologies LLC that, within the full warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants replacement MTUs for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility MTU repaired or replaced or (ii) one year from the date the repaired STAR® Utility MTU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

Extended Warranty

Subject to the limitations set forth below, Aclara Technologies LLC, will replace any STAR® Utility MTU that, after expiration of the full warranty period but before the expiration of the twentieth (20th) full year after the date of original product shipment (the "extended warranty period"): (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship. The cost of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Cost Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The cost of replacement will be calculated by multiplying the applicable replacement cost percentage by the STAR® Utility MTU price in effect at the time of replacement. The defective MTU must be returned to Aclara Technologies LLC by the PURCHASER, freight prepaid; Aclara Technologies LLC will pay the freight charges for the return of the replacement to the PURCHASER.

All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants MTUs replaced pursuant to the Extended Warranty for ten (10) years (in accordance with the terms of the Basic

The information contained herein is proprietary and confidential to Aclara Technologies LLC and shall not be released or disclosed to any third party without prior written approval.

Warranty) from the date the replacement is returned to the PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility MTU warranties do not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, repair by unauthorized personnel, or battery life for MTUs that are configured and operated for more than two (2) to four (4) transmissions per day.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path of STAR® Utility MTUs.

Each MTU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU with the MTU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA TECHNOLOGIES LLC.

STAR® Utility DCU Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Data Collection Unit (DCU) that the DCU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product installation.

Any STAR® Utility DCU manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. PURCHASER may either;

- 1) Request return authorization from Aclara Technologies LLC, and return defective DCU for repair. Aclara Technologies LLC will be responsible for lowest cost inbound and outbound freight when using shipping method of Aclara Technologies LLC's choice. Should PURCHASER request alternative shipping method, PURCHASER will be responsible for all excess freight charges. All costs associated with the removal and/or reinstallation of a defective STAR® Utility DCU shall be the responsibility of the PURCHASER, or

- 2) Request on site repair by Aclara Technologies LLC, provided PURCHASER pays all reasonable Aclara Technologies LLC travel expenses. PURCHASER must assure reasonable access to the equipment, and shall be responsible for additional costs incurred should Aclara Technologies LLC be prevented access at the scheduled time.

Aclara Technologies LLC warrants replacement DCU's for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility DCU repaired or replaced or (ii) six (6) months from the date the repaired STAR® Utility DCU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility DCU warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path or required density of STAR® Utility DCUs.

Each DCU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the DCU with the DCU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO

The information contained herein is proprietary and confidential to Aclara Technologies LLC and shall not be released or disclosed to any third party without prior written approval.

SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA TECHNOLOGIES LLC.

STAR® Utility NCC Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Network Control Computer (NCC) that Aclara Technologies LLC will provide a computer, which in its best judgment is sufficient to run the NCC Software. The Computer to be supplied will be manufactured and assembled by a nationally recognized computer manufacturer to comply with minimum specifications established by Aclara Technologies LLC, but will not be assembled by or manufactured by Aclara Technologies LLC. Aclara Technologies LLC agrees to assign all of its rights and interests in the warranties, if any, provided by the manufacturer of said computer, to the extent that this assignment is permitted by such manufacturer, to the PURCHASER. Aclara Technologies LLC will arrange for a three-year on-site repair and service agreement at no additional cost to PURCHASER. PURCHASER'S only remedy is to look to the warranty provided by such manufacturer and/or benefits provided by the service agreement with respect to the repair and correction of defects and/or failures in the computer and its components.

Aclara Technologies LLC makes no warranty or representation, either express or implied for products or software supplied by Aclara Technologies LLC but manufactured or licensed by third parties. The warranties for products manufactured or licensed by third parties are limited to those provided by and in effect for the respective manufacturer or licensor.

The NCC Software and Documentation will meet the specifications therefore in effect on the effective date sale. If the NCC Software or Documentation fails to meet this warranty and PURCHASER gives written notice thereof, within one (1) year from date of initial sale, Aclara Technologies LLC shall correct the failure, provided that PURCHASER gives detailed information regarding such failure. Aclara Technologies LLC shall not be liable for the NCC Software and Documentation warranty provisions if modifications are made to the NCC Software by someone other than Aclara Technologies LLC or its authorized representatives

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THE INSTALLATION, USE, REMOVAL OR REINSTALLATION OF THE NCC PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE NCC SOFTWARE OR DOCUMENTATION. CONSEQUENTIAL DAMAGES FOR PURPOSES OF THIS AGREEMENT SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, LOSS OF DATA, OR LOSSES SUSTAINED AS A RESULT OF INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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The information contained herein is proprietary and confidential to Aclara Technologies LLC and shall not be released or disclosed to any third party without prior written approval.



Aclara® Software Warranty

In connection with this proposal, Seller makes the following warranties:

Seller warrants that with respect to the Software licensed by Seller to Buyer that:

1) With respect to Third Party Licensed Software: a. Any applicable Third Party license fees have been paid; b. Buyer's use thereof shall be at no additional cost to Buyer; c. Buyer's use thereof shall only be subject to the terms of the Software License Agreement; **Seller expressly disclaims any other warranties with respect to Third Party Licensed Software and shall have no warranty obligations with respect to such Software.** 2) With respect to Seller Licensed Software and any updates or upgrades thereto provided to Buyer: a. Seller is the owner of the Aclara Licensed Software and has the right and authority to license the Aclara Licensed Software to Licensee; b. Buyer's use of the Aclara Licensed Software shall only be subject to the terms of the Software License Agreement; c. The Aclara Licensed Software will operate substantially in accordance with the Documentation licensed by Seller pursuant to the terms of the Software License Agreement. **In the event a breach of the foregoing warranties occurs prior to twelve months from installation of the Aclara Licensed Software, Aclara shall, at its sole cost and expense, perform such work as is necessary to promptly remedy the breach.**

Except as specifically set forth herein, no warranty under any provision of this proposal is made with respect to software items that have not been created or manufactured by the Seller or its Contract Manufacturers, such being subject only to the warranties made by their respective creators or manufacturers. Seller shall not be responsible or liability for unauthorized modifications, alterations, misapplications, or repairs made to the software by Buyer Personnel or persons other than Seller Personnel or for damage thereto caused by negligence, accidents or use by Buyer Personnel or persons other than Seller Personnel in violation of any provision of this Proposal.

EXCEPT AS EXPRESSLY SET OUT HEREIN, ALL CONDITIONS AND WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY CONCERNING FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA TECHNOLOGIES LLC.



77 West Port Plaza
Suite 500
St. Louis, MO 63146
www.Aclara.com

314.895.6448
314.590.8085 fax

August 21, 2018

City of Hollywood
Angel Lopez
P.O. Box 229046
Hollywood, FLO 33022

Re: Aclara Technologies LLC Entity Information

Dear Angel,

Meter Readings Holding, Aclara Technologies' parent company, was acquired by Hubbell Incorporated on February 2nd, 2018. Since the acquisition Aclara has been included as a subsidiary of Hubbell Incorporated under Hubbell's insurance policy. This is demonstrated on page two (2) of the enclosed certificate of insurance.

This transfer of ownership has had little impact on Aclara's day to day activities as we continue to offer the same products and services to customers like the City of Hollywood.

If you have any questions, please do not hesitate to contact me at swright@aclara.com, or (314) 895-6448. We appreciate your continued business.

Sincerely,

A handwritten signature in blue ink that reads "Samuel Wright".

Samuel Wright

Contracts Administrator
Aclara Technologies

Cc: Frank Sublett
Alan Sack
Jim Walsh

Enclosure: Hubbell Incorporated Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2018

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

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

PRODUCER MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.Certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102330498-ALL-GAWX-17-18	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: LM Insurance Corporation INSURER C: N/A INSURER D: INSURER E: INSURER F:
INSURED HUBBELL INCORPORATED 40 WATERVIEW DRIVE P.O. BOX 1000 SHELTON, CT 06484-1000	NAIC # 23035 33600 N/A

COVERAGES **CERTIFICATE NUMBER:** NYC-010318645-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-611-004212-297	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-004212-257	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA5-61D-004212-217 (AOS) WC5-611-004212-357 (WI)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS/ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood 2600 Hollywood Boulevard Hollywood, FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HUBBELL INCORPORATED 40 WATERVIEW DRIVE P.O. BOX 1000 SHELTON, CT 06484-1000
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

HUBBELL INCORPORATED (US SUBSIDIARY LIST)

Aclara Technologies, LLC (Effective February 2, 2018)
 Aclara Smart Grid Solutions, LLC (Effective February 2, 2018)
 Aclara Meters, LLC (Effective February 2, 2018)
 Aclara International, LLC (Effective February 2, 2018)
 Aclara International Holdings, Inc. (Effective February 2, 2018)
 Arrow Consolidated Corporation
 Burndy Americas Inc.
 Burndy LLC
 Burndy Technology LLC
 Columbia Lighting Properties, Inc.
 Connector Assembly, Ltd.
 Connector Manufacturing Company
 Eco-Plus, LLC
 Electric Motion Company, Inc. (Effective February 4, 2016)
 Fargo Mfg. Company, Inc.
 GAI-Tronics Corporation
 Gleason Reel Corporation
 Harvey Hubbell Incorporated
 Hermco, Inc. (Effective July 14, 2016)
 Hipotronics, Inc.
 Hubbell Building Automation, Inc.
 Hubbell Distribution, Inc.
 Hubbell Entertainment, Inc.
 Hubbell Finance LLC
 Hubbell Incorporated
 Hubbell Incorporated (Delaware)
 Hubbell Industrial Controls, Inc.
 Hubbell International, LLC
 Hubbell Lenoir City, Inc.
 Hubbell Lighting, Inc.
 Hubbell Operations, LLC
 Hubbell Plastics, Inc.
 Hubbell Power Systems, Inc.
 Hubbell Switch Holding Co., Inc.
 HUBS, Inc.
 IDevice LLC (Effective April 5, 2017)
 Kurt Versen Inc.
 KV Holding Co., Inc.
 Litecontrol Corporation
 Lighting Corporation of America
 Meter Readings Holding, LLC (Effective February 2, 2018)
 Meramec Instrument Transformer Company (Effective November 17, 2017)
 Newco Condenser, Inc.
 Newco Lighting, Inc.
 PCORE Electric Company, Inc.
 Progress Lighting Properties, Inc.

AGENCY CUSTOMER ID: CN102330498

LOC #: Hartford



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HUBBELL INCORPORATED 40 WATERVIEW DRIVE P.O. BOX 1000 SHELTON, CT 06484-1000
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Progress Lighting, Inc.
 Progressive Lighting, Inc. (North Carolina)
 Progressive Lighting, Inc. (South Carolina)
 R.W. Lyall & Company, Inc. (Effective January 19, 2016)
 State Street Corp.
 Versen Holdings, Inc.
 Wepawaug Development, LLC

Robert Lowery

From: Horace McLarty
Sent: Tuesday, August 28, 2018 8:50 AM
To: Robert Lowery; Robert Walker
Cc: Paul Bassar; Daniel Mainero; Angel Lopez; Elizabeth Ducker; Francois Domond; Steve Joseph
Subject: FW: Sole Source Justification Form - Aclara Technologies LLC
Attachments: Hollywood FL.PDF; Hollywood FL Sole Source Letter 07.18.18.pdf; MTU Warranty.pdf; City of Hollywood (Blanket) MTU Quote q-04496.pdf; Hollywood FL Hubbell Acquisition Letter.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

The certificate of insurance is acceptable.

Office of Human Resources/Risk Management
Phone: 954-921-3292
Fax: 954-921-3678

From: Robert Walker
Sent: Monday, August 27, 2018 5:12 PM
To: Robert Lowery
Cc: Paul Bassar; Daniel Mainero; Angel Lopez; Elizabeth Ducker; Francois Domond; Steve Joseph; Horace McLarty
Subject: RE: Sole Source Justification Form - Aclara Technologies LLC

Rob,

Attached are the requested documents. There may be multiple purchases pending the need to install the units for new accounts and / or replacements. Please let me know if you need any additional information. I have copied Horace McLarty so he can review and approve the COI.

Thanks,

Robert Walker
Underground Utilities Manager
City of Hollywood, FL
Department of Public Utilities
Underground Utilities Division
Phone: 954-921-3046
Fax: 954-967-4574

From: Robert Lowery
Sent: Wednesday, August 01, 2018 10:23 AM
To: Robert Walker <RAWALKER@hollywoodfl.org>
Cc: Paul Bassar <PBASSAR@hollywoodfl.org>; Daniel Mainero <DMAINERO@hollywoodfl.org>; Angel Lopez

<ALopez@hollywoodfl.org>; Elizabeth Ducker <EDUCKER@hollywoodfl.org>

Subject: Sole Source Justification Form - Aclara Technologies LLC

Good Morning Everyone,

We are in receipt of your Sole Source Justification Form for Aclara Technologies LLC. In review we have noted the following:

- Page 2 of 2 of the Quote is missing
- The Warranty documentation is incomplete
- The COI does not list Aclara Technologies and is missing page 2
- The COI is not approved by Risk Management
- Will this be a 1-time purchase resulting in the issuance of a PO?

Thanks,

Rob Lowery, *MPA, CPPB*
Procurement Contracts Officer



City of Hollywood
Office of Procurement Services
2600 Hollywood Boulevard, Room 303
Hollywood, FL 33020
Phone: 954-921-3552
Email: rlowery@hollywoodfl.org



PAB
10/9/2018

Notice of Intent to Award a Sole Source Procurement

Date: October 9, 2018

NTSS-001-19

Due Date for Comments: October 17, 2018

E-mail Address: rlowery@hollywoodfl.org

Fax Number: 954-921-3086

THIS IS NOT A COMPETITIVE BID

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

The Procurement Services Division has received a request to make the following sole-source procurement:

Requesting Department/Office: Public Utilities

Product and/or services to be purchased: Part# 3422-012-DBW, Part# 3421-012-DBW. Star fixed network automatic meter reading system single port and dual port MTU's. The MTU is the element that reads the water meter and sends the reading to the billing department.

Anticipated Cost: \$138,138.00

Sole Source Justification: Aclara Technologies, LLC is the sole manufacturer, sole supplier and sole maintenance provider of the STAR Network AMI System.

Action To Be Taken:

No action is required if you agree this proposed purchase is a valid sole-source. If you do not agree that this proposed purchase is a sole-source, you may respond by submitting in writing their name, address, point-of-contact, telephone number, email, and a statement regarding capability to provide the specified procurement. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within five (5) business days after the date of publication of this synopsis will be reviewed by the City.

All responses must be in writing and returned to ATTN: Robert Lowery, by Email or Facsimile number 954-921-3086 prior to the "Due Date for Comments." Please do not submit a bid for this public posting.



Welcome dmainero@hollywoodfl.org | [Logout](#)
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 or call 800-990-9339

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[Schedule](#) [Task](#) [Note](#)

[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #NTSS-001-19 - Part# 3422-012-DBW, Part# 3421-012-DBW. Star Fixed Network Automatic Meter Read NOTICE TO SOLE SOURCE

Time Left	Bid has ended.	Notifications	Report Bidder Activity
Time Started	Oct 9, 2018 8:44:09 AM EDT	# of suppliers that viewed	15 View
Time Ended	Oct 17, 2018 6:00:00 PM EDT	Q & A	View Questions & Answers
Agency Information	City of Hollywood, Florida, FL (view agency's bids)		

Q&A Deadline: Oct 17, 2018 3:00:00 PM EDT

Bid Classifications [Classification Codes](#)
Bid Regions [Regions](#)
Bid Contact [see contact information](#)
View Rules Click here to [change](#) the rules for this bid.
Best and Final Offer: [Create](#)

Approval

View Approval Flow [View Approval Flow](#)
Approval Status Approved

Description

Bid Number NTSS-001-19
Title Part# 3422-012-DBW, Part# 3421-012-DBW. Star fixed network automatic meter read
Budgeted Amount \$138,138.00 [\(change\)](#)
Estimated Amount \$138,138.00
Estimated Amount \$138,138.00 (This price is estimated - not guaranteed)
Description Aclara Technologies, LLC is the sole manufacturer, sole supplier and sole maintenance provider of the STAR Network AMI System.

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

☐ 1. [NTSS-001-19 Aclara Technologies.pdf](#) [\(download\)](#)

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

NOT AWARDED REASON

The City of Hollywood did not receive any responses to the NTSS and will proceed with award to Aclara Technologies.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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