



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **February 15, 2017**

RE: **BLANKET ORDER #: B002962**

PRODUCT/SERVICE: **Star Fixed network
automatic meter reading system single port
meter transmission units**

**Aclara Technologies, LLC V#32824
Attn: Bruce Clard
945 Hornet Drive
Hazelwood, MO 63042**

Telephone Contact: 314-895-8032
Email: bclark@aclara.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | | |
|-------------------------------------|------------------------------|-------------------|
| <input type="checkbox"/> | FORMAL BID # | |
| <input type="checkbox"/> | INFORMAL BID # | DATED: |
| <input type="checkbox"/> | RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> | EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input checked="" type="checkbox"/> | WRITTEN QUOTATION # : 12616A | DATED: 12/12/2016 |
| <input type="checkbox"/> | VERBAL QUOTATION PER | DATED: |
| <input type="checkbox"/> | STATE OF FLORIDA CONTRACT # | DATED: |
| <input type="checkbox"/> | BROWARD COUNTY BID # | |
| <input type="checkbox"/> | OTHER: | |

The term of this order is **2/18/17** through **2/17/18**

NTSS-004-17.

The estimated annual dollar value is **\$60,000.00.**

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Robert Lowery** at (954) 921-3552

c: Public Utilities
Underground Utilities
Finance



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

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.

2016 DEC 21 PM 4:44
CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

Date 12/08/2016

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 30400 Solon Rd., Solon, OH 44139

Contact Person Bruce Clard

Title Vice President, Contracts

Phone 314 895-8032

Email bclark@aclara.com

2. Product/Service being requested (be specific). Star fixed network automatic meter reading system single port meter transmission units (MTUs).

3. Detailed description of the product/service function and purpose. The meter transmission unit (MTU) is the element that reads the water meter and sends the reading to Utility Billing.

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 do not use 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. Aclara Technologies, LLC provided a letter confirming their company is the only source (see 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? MTUs are \$100.00 ea.

8. Total estimated annual (fiscal year) cost of requested product/service? \$60,000.00

Account Number(s) 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.)

N/A

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.)

N/A

12. Is this a grant related purchase? Yes No

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

Will this require matching funds? Yes No

What is the grant source? N/A

What is the grant (dollar) amount? N/A

Procurement Service Division use only

Requisition # R Purchase Order # P Blanket Purchase Order # BPO
(As Applicable) (As Applicable) (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 11/14/2016, 12/07/2016

Company Name(s) Searched
Aclara

Search Results
Aclara Technologies, LLC.

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

12/14/16

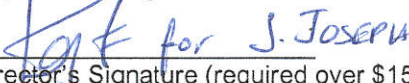
Date



Supervisor's Signature

12/14/16

Date



Director's Signature (required over \$15,000)

12/19/16

Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:	<u>u 2</u>	Date	<u>1/24/17</u>
Approved By:	<u>Pat Sam</u>	Date	<u>1/24/2017</u>

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)



Notice of Intent to Award a Sole Source Procurement

Date: January 11, 2017

NTSS-004-17

Due Date for Comments: January 19, 2017

E-mail Address: rlowery@hollywoodfl.org

Fax Number: 954-921-3086

AAB
1/10/2017

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# 501-8150D, Encoder-Single Port 12' wire. The MTU is the element that reads the water meter and sends the reading to the billing department.

Anticipated Cost: \$60,000.00

Sole Source Justification: Aclara Technologies, LLC is the manufacturer of the equipment and they do not use third part vendors to sell their product.

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](#)

Need assistance?
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or call 800-990-9319

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[Vendor view of bid](#)

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

Bid #NTSS-004-17 - Part 501-8150D, Encoder-Single Port 12 Wire NOTICE TO SOLE SOURCE

Time Left	Bid has ended.		
Time Started	Jan 10, 2017 4:19:18 PM EST	Notifications	Report (Bidder Activity)
Time Ended	Jan 19, 2017 5:00:00 PM EST	# of suppliers that viewed	15 (View)
Agency Information	City of Hollywood, Florida, FL (view agency's bids)	Q & A	View Questions & Answers
		Q&A Deadline: Jan 19, 2017 3:00:00 PM EST	
Department	Public Utilities (view department's bids)		
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-004-17
Title Part 501-8150D, Encoder-Single Port 12 wire
Budgeted Amount \$60,000.00 [\(change\)](#)
Estimated Amount \$60,000.00
Estimated Amount \$60,000.00 (This price is estimated - not guaranteed)
Description Aclara Technologies, LLC is the manufacturer of the equipment and they do not use third part vendors to sell their product.

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-004-17 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

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

[Product Feedback](#)



945 Hornet Drive
Hazelwood, MO 63042-2338
www.AclaraTech.com

314.895.6425
314.895.7373 fax

December 7, 2016

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,

We 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, appearing to read "Robert Enyard Jr.", is written over a light blue circular stamp or watermark.

Robert Enyard Jr.
VP, Patent and Legal Counsel
Aclara Technologies LLC

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

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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.

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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.

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Robert Lowery

From: Paul Bassar
Sent: Tuesday, January 24, 2017 9:33 AM
To: Steve Joseph
Cc: Gus Zambrano; George Keller; Raheem Seecharan; Mark Moore; Francois Domond; George Keller; Robert Lowery; Daniel Mainero
Subject: RE: Aclara Proposal to Hollywood

Will do. Thanks

From: Steve Joseph
Sent: Tuesday, January 24, 2017 9:05 AM
To: Paul Bassar
Cc: Gus Zambrano; George Keller; Raheem Seecharan; Mark Moore; Francois Domond; George Keller; Robert Lowery; Daniel Mainero
Subject: RE: Aclara Proposal to Hollywood

Paul,

We should proceed. It is going to take more than a year for the MTUs to be completely replaced and we need the ability to obtain existing ones on an as needed basis until they are replaced with the new type.

Steve J.

From: Paul Bassar
Sent: Tuesday, January 24, 2017 8:59 AM
To: Steve Joseph
Cc: Gus Zambrano; George Keller; Raheem Seecharan; Mark Moore; Francois Domond; George Keller; Robert Lowery; Daniel Mainero
Subject: RE: Aclara Proposal to Hollywood

Hi Steve—does this impact the Sole Source Request that we received for “*Star Fixed Network Automatic Reading System Single Port MTUs*” dated 12/8/2016 for \$60,000?

NOTE—we already Posted this requirement to Bidsync and our next step will be to prepare the RESO—just let us know if we are to continue.

Thank You

From: Steve Joseph
Sent: Tuesday, January 24, 2017 8:37 AM
To: Wazir Ishmael; Jeffrey Sheffel
Cc: Gus Zambrano; George Keller; Raheem Seecharan; Paul Bassar; Mark Moore; Francois Domond; Alan Fallik; George Keller
Subject: RE: Aclara Proposal to Hollywood

Thanks Waz!

From: Wazir Ishmael
Sent: Tuesday, January 24, 2017 8:35 AM
To: Steve Joseph; Jeffrey Sheffel

Cc: Gus Zambrano; George Keller; Raheem Seecharan; Paul Bassar; Mark Moore; Francois Domond; Alan Fallik; George Keller
Subject: RE: Aclara Proposal to Hollywood

Hi Steve!

I am comfortable w/ moving forward.

Waz

Wazir Ishmael, Ph.D.

City Manager



City of Hollywood

2600 Hollywood Boulevard

P.O. Box 229045

Hollywood, FL 33020

Office: (954) 921-3201

Fax: (954) 921-3314

wishmael@hollywoodfl.org

From: Steve Joseph

Sent: Monday, January 23, 2017 6:06 PM

To: Wazir Ishmael; Jeffrey Sheffel

Cc: Gus Zambrano; George Keller; Raheem Seecharan; Paul Bassar; Mark Moore; Francois Domond; Alan Fallik

Subject: Aclara Proposal to Hollywood

Waz/Jeff,

As I indicated to you previously, we were approached by Aclara late last year with a proposal to completely replace the existing failing MTUs (for the AMR system) with a newer type of MTU at no cost to the City of Hollywood. We went through a few iterations of written clarifications to codify their proposal. There are still a few items we have to further clarify, however, I believe we are at the point where I can consider this a serious proposal for our collective consideration. I have attached the last document we have received from Alcara for your review.

We are prepared to accept the proposal from Aclara to proceed with the replacement of the MTUs, with a few minor clarifications. However, we would like to get your blessings on moving forward before we do so. Once we receive your approval to move forward, we will proceed final negotiations with Alcara for the implementation of the replacement. Please note that they would really like to start the implementation process next month (February). Please contact me if you have any questions or concerns.

Steve J.

From: Solar, Ed [<mailto:esolar@aclara.com>]

Sent: Friday, January 13, 2017 2:09 PM

To: Steve Joseph; Mark Moore

Cc: Rubin, David; Logozar, Ken

Subject: Hollywood Clarifications

Steve and Mark,

Please see attached document, which is a consolidation of other documents and information we have provided over the last several months.

Once you have reviewed, I suggest we schedule a call to address any other questions.

I have communicated with our organization that we are aiming for end of February, however the sooner we can start the supply chain activity, the better we will be served and sooner we can get started.

I look forward to hearing from you, and making 2017 a great year for both of us.

Best,
Ed