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# Meter Purchase Agreement

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**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Empire Pipe and Supply (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **ARTICLE 1 - WORK**

SUPPLIER shall provide all materials as specified or indicated. The materials are generally described as follows:

Water Meters w/ Allegro (4G) Endpoint Technology and affiliated meter appurtenances

## **ARTICLE 2 - THE PROJECT**

The Project for which the supplies are needed is described as the Meter Deployment Services for an Automatic Meter Reading (AMR) Solution. Meters and appurtenances will be ordered by OWNER on a Blanket Purchase Order with goods being delivered to a warehouse facility operated by the County's Meter Deployment Services contractor.

## **ARTICLE 3 - DELIVERY TIMES**

### *3.01 Time of the Essence*

- A. Delays in delivery of materials will cause OWNER to suffer substantial financial and operational consequences. OWNER understands that lead time for meter deliveries is estimated to be six weeks or earlier. OWNER agrees to provide schedule for deliveries at least 10 weeks in advance as needed for delivery schedule of four to six weeks.

### *3.02 Liquidated Damages*

- A. SUPPLIER and OWNER recognize that time is of the essence for this Agreement and that OWNER will suffer financial loss if the meters are not delivered within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in writing as a change directive to this Agreement. Liquidated damages will commence if deliveries are not received within said time frame. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the meters are not delivered on time. Accordingly, instead of requiring any such proof, OWNER and SUPPLIER agree that as liquidated damages for delay (but not as a penalty), SUPPLIER shall credit OWNER \$500 per day on delayed/late deliveries. OWNER will take credit directly from invoice for affiliated delivery.

## **ARTICLE 4 - PRICE**

- 4.01 OWNER shall pay SUPPLIER for meters in accordance with RFI 2018077M-Master Meter Allegro (4G) AMR/AMI Compatible Meters which is included as Exhibit 1 to this agreement.

## **ARTICLE 5 - PAYMENT PROCEDURES**

- 5.01 *Payments.*

- A. The OWNER shall make payments to the SUPPLIER for each delivery as invoiced. Exception will be if delivery is not received within the time period as described in section 3.01. In that case, payment will be reduced by liquidated damages as described in section 3.02.

## **ARTICLE 6 - INDEMNIFICATION**

- 6.01 SUPPLIER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SUPPLIER and persons employed or utilized by the SUPPLIER in the delivery of the meters.

## **ARTICLE 7 - MISCELLANEOUS**

### ***7.01 Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### ***7.02 Venue***

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

### ***7.03 Public Records Compliance***

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The SUPPLIER shall comply with Florida's Public Records Law. Specifically, the SUPPLIER shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUPPLIER does not transfer the records to the County.

- B. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)

**Indian River County Office of the County Attorney  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960**

- C. Failure of the SUPPLIER to comply with these requirements shall be a material breach of this Agreement.
- B. OWNER shall, before terminating the Agreement for any of the foregoing reasons, notify SUPPLIER in writing of the grounds for termination and provide SUPPLIER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the SUPPLIER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Agreement by notifying SUPPLIER in writing. Upon receiving such notification, SUPPLIER shall immediately cease all deliveries.
- D. TERMINATION IN REGARDS TO F.S. 287.135: SUPPLIER certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, SUPPLIER certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if SUPPLIER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if SUPPLIER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**OWNER:**

INDIAN RIVER COUNTY \_\_\_\_\_

By: \_\_\_\_\_  
TBD, Chairman

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

**Designated Representative:**

Name:

Title:

Address:

Phone

Email

**SUPPLIER:**

\_\_\_\_\_

By: \_\_\_\_\_  
(SUPPLIER)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

**Designated Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(If SUPPLIER is a corporation or a partnership, attach evidence of authority to sign.)



## Indian River County Purchasing Division

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

# Request for Information #2018077M – Master Meter 4G AMR/AMI Compatible Meters

## 1. INTRODUCTION

This Request for Information (RFI) is issued to obtain information regarding the availability of meters projected to be replaced and the future steps necessary to convert these AMR meters to AMI.

To respond to this RFI please complete and return the “Response Form”.

No oral interpretations will be made to any respondent as to the meaning of the RFI documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to [purchasing@ircgov.com](mailto:purchasing@ircgov.com).

The deadline for information is 9:00 a.m. on Wednesday, September 11, 2018. Information shall be provided on the attached Response Form and sent via e-mail to [purchasing@ircgov.com](mailto:purchasing@ircgov.com).

## 2. CURRENT EQUIPMENT OVERVIEW

Indian River County’s Department of Utility Services is proposing to continue the replacement of existing meters with those capable of being read by radio. Negotiations with the top ranked vendor from the solicitation are underway to provide the necessary installation for the meters on an expedited time frame.

Anticipated replacements include:

- ✓ Between 33,000 and 36,000 5/8" x 3/4" 4G AMR/AMI compatible meters
- ✓ Between 500 and 1,000 1" meters
- ✓ Between 750 and 1,200 1 1/2" meters
- ✓ Up to 350 2" Octaves
- ✓ One 3" Octave
- ✓ One 4" Octave
- ✓ Two 6" Octaves
- ✓ One 8" Octave
- ✓ Up to 4,000 4G registers only (may have some under warranty) to upgrade all 3G registers to 4G

The County would like to request a timeline (with milestones) under which the replacements can be provided and ready for installation. The Department is hoping for an 18-month completion of project from award by the Board of County Commissioners, the date of which would coincide with our order of the listed replacements. We would require 3,000-5,000 meters on hand before the installation would commence.

Delivery is anticipated to be to a third party warehouse, with that location provided at the time of original order.

The Department would also like to learn what hardware, software and equipment would be required to transition the 4G AMR meters to AMI. Please detail the entire process from start to finish, as well as a ballpark cost estimate.



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1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

Fax (772) 770-5140

### Response Form

## Indian River County RFI 2018077M – Master Meter 4G AMR/AMI Compatible Meters

Firm name: Empire Pipe Orlando LLC

|  |                     |           |       |
|--|---------------------|-----------|-------|
| 1. Lead time to provide 4,000 AMR meters   | *Initial Order Only | 8 to 10*  | weeks |
| 2. Total time to produce and provide all anticipated replacements detailed above |                     | 32 to 40* | weeks |

\*Or an approved forecast delivery schedule can be estimated at 3,000 to 4,000 meters per month delivery.

#### 3. Pricing quote

| Item                                     | Unit price  | Estimated units               |
|--|-------------|-------------------------------|
| 5/8" x 3/4" 4G AMR/AMI compatible meters | \$ 205.00   | Between 33,000 and 36,000     |
| 1" meters                                | \$ 267.47   | Between 500 and 1,000         |
| 1 1/2" meters                            | \$ 437.50   | Between 500 and 1,000         |
| 2" Octaves *(2"x10")                     | \$ 1,507.59 | Up to 350 **7" Spool: \$92.31 |
| 3" Octave                                | \$ 2,270.93 | One                           |
| 4" Octave                                | \$ 3,560.43 | One                           |
| 6" Octaves                               | \$ 5,547.76 | Two                           |
| 8" Octave                                | \$ 7,427.40 | One                           |
| 4G registers only                        | \$ 144.00*  | Up to 4,000                   |

\*With a one for one exchange for 3G Register

4. Please describe the process, including any additional hardware, software and equipment that would be necessary to upgrade the proposed AMR system to AMI. Provide an explanation of costs to be anticipated for this modification. Use additional sheets, as necessary.