

RESOLUTION NO. 2021 2836

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF NEW CELLULAR ENCODERS TOGETHER WITH CLOUD-BASED HOSTING SERVICES FROM BADGER METER, INC. TO REPLACE EXISTING ENCODERS USED TO TRANSMIT WATER METER INFORMATION TO TOWN HALL; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2013, the Town of Surfside (Town”) installed a battery-operated transponder system consisting of 1,700 encoders to transmit residential water meter information to the Town Hall’s centralized antenna; and

WHEREAS, due to the battery-operated transponder system’s age, fifteen percent of existing encoders have failed and Town Staff anticipates that additional encoder failures will accelerate in the near future, consistent with the expected 8 to 10 year battery life expectancy of each encoder; and

WHEREAS, Town Staff has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town’s aging battery-operated transponder system encoders; and

WHEREAS, Badger Meter, Inc. (the “Vendor”) has submitted a proposal to the Town, attached hereto as Exhibit “A,” to implement Phase I of the Town’s Cellular Water Meter Plan (the “Proposal”); and

WHEREAS, as part of the Proposal, the Vendor will replace 659 existing encoders with cellular-based encoders at a cost of \$160.70 per encoder, for a total cost of \$105,901.30 (the “Encoder Replacement Work”); and

WHEREAS, the Proposal from the Vendor also provides for one year of cloud-based hosting services necessary for the transmission of residential water main information through the replacement cellular-based encoders at a cost of \$10.68 per encoder, for a total cost of \$7,038.12 (the “Cloud-Based Hosting Services”); and

WHEREAS, pursuant to Section 3-13(6) of the Town’s Code, supplies, equipment, or services available from a sole source only may be exempted from competitive bidding; and

WHEREAS, additionally, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities maintenance and repair purchases for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into a Purchase Order with the Vendor for the Encoder Replacement Work and the Cloud-Based Hosting Services based on the Vendor’s Proposal, in substantially the form attached hereto as Exhibit “A,” and/or any agreements as deemed necessary or prudent by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that the purchase of the Encoder Replacement Work and Cloud-Based Hosting Services is in the best interests, welfare and safety of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Purchase of Work Approved; Exemption from Competitive Bidding.

The purchase of the Encoder Replacement Work in the amount of \$105,901.30 and the Cloud-Based Hosting Services in the amount of \$7,038.12, for a total amount not to exceed \$112,939.42, from the Vendor is hereby approved. The Town Commission finds that pursuant to Sections 3-13(6) and (7)(f) of the Town's Code, the purchase of the Encoder Replacement Work and the Cloud-Based Hosting Services are exempt from competitive bidding. The Proposal, in substantially the form attached hereto as Exhibit "A," is hereby approved, subject to final approval by the Town Manager and Town Attorney.

Section 3. Authorization. The Town Manager is authorized to execute a Purchase Order for the Encoder Replacement Work and the Cloud-Based Hosting Services in accordance with the Proposal, attached hereto as Exhibit "A," and/or is authorized to execute any other agreement as approved by the Town Manager and Town Attorney.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Encoder Replacement Work and the Cloud-Based Hosting Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

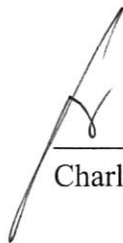
PASSED AND ADOPTED on this 14th day of December, 2021.

Motion By: Commissioner Velasquez

Second By: Commissioner Kesl

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl Yes
Commissioner Eliana R. Salzhauer Yes
Commissioner Nelly Velasquez Yes
Vice Mayor Tina Paul Yes
Mayor Charles W. Burkett Yes



Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Quotation No. 426317

4545 W Brown Deer Road Milwaukee WI 53223
 PO Box 245036 Milwaukee WI 53224-9536
 Phone: 800-876-3837 Fax: 888-371-5982

Customer Service Rep:

Created Date: 06-27-2019

To Randy Stokes, Public Works Director
 TOWN OF SURFSIDE
 9293 HARDING AVENUE
 SURFSIDE Florida 33154

CUSTOMER ID:00091945

EFFECTIVE DATES:6/27/2019 – 6/26/2029

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS / INCO TERMS	PAYMENT TERMS
007260 Angela Phillips	BEACON Service Fees	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	BEACON FIXED NETWORK SERV UNIT 68886-201 GALAXY reads passed through BEACON AMA, per endpoint, per month	TBD	\$0.14	
2	ORION CELLULAR LTE SERV UNIT 68886-104 OPTIONAL: Cellular reads passed through BEACON AMA, per endpoint, per month	TBD	\$0.89	

Notes and Assumptions:

At the expiration of each quote term, Badger Meter reserves the right to increase the subscription fee price no greater than the increase in the Producers Price Index for Totalizing Fluid Meters and Counting Devices as reported by the U.S. Department of Labor. The date of the previous quote shall be used to determine the base index. —Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

If applicable, sales tax and freight charges will be added at time of invoice.

Actual lead time to be provided at time of order.

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
 Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Badger Meter

QUOTATION

Quotation No. 426317

If you would like to place an order, please contact your Customer Service Rep at utilityorders@badgermeter.com or call 1-800-876-3837.

If you have questions, please contact your Account Manager Angela Phillips 800-876-3837 x16514 aphillips@badgermeter.com

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Badger Meter

BEACON® AMA Mobile and Fixed Network Pricing Terms and Conditions

The following Terms & Conditions apply to BEACON® AMA Mobile Solution and BEACON AMA Traditional Fixed Network Solution services sold by Badger Meter, Inc. ("Badger Meter") or one of its authorized distributors to a utility or non-utility customer ("Customer") and are in addition to those found at <https://www.badgermeter.com/certifications-legal/> and as appropriate, the BEACON General Agreement and/or BEACON Master Agreement executed by Customer.

ONE-TIME FEES

BEACON ENGAGEMENT FEE

A one-time BEACON Engagement Fee, invoiced by Badger Meter or one of its authorized distributors, is required for all BEACON AMA Mobile Solution and Traditional Fixed Network Solution deployments. This fee includes setup and activation of Customer's BEACON AMA portfolio. Fees charged to a Customer by its utility billing vendor for an interface file are separate and are the responsibility of the Customer.

SERVICE UNITS

Recurring service fees are based on asset type and assessed monthly ("Service Units"). Asset types are identified by unique Service Unit part numbers as represented in this section. Service Units will be invoiced by Badger Meter or one of its authorized distributors.

HOSTING FEE SERVICE UNITS

Customers deploying a BEACON AMA Mobile Solution or Traditional Fixed Network Solution will be assessed Hosting Fee Service Units, which include Customer's license and access to the BEACON AMA software, software updates, hosting of Customer's metering data, and technical support. A Hosting Fee Service Unit represents one (1) month of service for an Account in Customer's BEACON AMA portfolio and will be assessed on the 26th of each month. Service Unit price may vary if purchase increment is changed.

MOBILE: Mobile Hosting Fee Service Units (68886-301) will be assessed monthly, per eligible Mobile Account in Customer's BEACON AMA portfolio. Any Account which is brought into Customer's portfolio which is not classified as a Fixed Network or Cellular Account will be classified as a Mobile Account.

FIXED NETWORK: Fixed Network Hosting Fee Service Units (68886-201) will be assessed monthly, per eligible Fixed Network Account in Customer's portfolio. An Account will be classified as a Fixed Network Account the first time a fixed network message is heard by a gateway.

FIXED NETWORK GATEWAY CELLULAR COMMUNICATION FEE SERVICE UNITS

Cellular gateway backhaul communication Service Units (68886-601) will be assessed quarterly based on cumulative number of cellular backhaul gateways shipped to Customer. A cellular gateway backhaul communication Service Unit represents one (1) month of backhaul service for a gateway shipped to Customer and will be assessed quarterly. Service Units for backhaul communications are available for purchase in multiples of three (3) Service Units and each gateway will consume three (3) Service Units per quarterly invoicing period.

EyeOnWater® CONSUMER ENGAGEMENT SERVICE UNITS

An optional annual EyeOnWater® License is available for BEACON AMA Traditional Fixed Network Solutions. The annual license includes software licensing, setup and activation of EyeOnWater consumer engagement module for fixed network accounts in Customer's BEACON AMA portfolio. An EyeOnWater Service Unit represents one (1) month of Customer access to EyeOnWater consumer engagement tools and will be assessed in multiples of twelve (12) EyeOnWater Service Units (68886-401). EyeOnWater license may be added by a utility at any time. Customer is required to have appropriate data fields provided from billing software to support EyeOnWater. Fees charged to a Customer by its utility billing vendor for interface file are separate and are the responsibility of the Customer.

BEA-FM-01939-EN-04 (May 2019)

BEACON AMA FIELD APPLICATION SUITE – MOBILE READ MODULE SERVICE UNITS

An annual BEACON AMA Field Application Suite-Mobile Read Module license is required. This license includes Customer access to the BEACON AMA mobile meter reading software system, software updates, and technical support.

A Mobile Read Module License Service Unit represents one (1) month of Customer access to the BEACON AMA Field Application Suite-Mobile Read Module, including BEACON AMA Field Director, ORION® Mobile Read software and ORION Endpoint Utility software, and will be assessed in multiples of twelve (12) Mobile Read Module License Service Units (68886-501).

BEACON AMA FIELD APPLICATION SUITE – MOBILE READ MODULE USER LOGIN SERVICE UNITS

An annual BEACON AMA Field Application Suite-Mobile Read Module User Login license is required for each Customer User Login for the BEACON AMA mobile meter reading software suite. User Login License includes access to the BEACON AMA Field Application Suite-Mobile Read Module.

A Mobile Read Module User Login License Service Unit represents one (1) month of Customer user access to BEACON AMA Field Director or ORION® Mobile Read software and will be assessed in multiples of twelve (12) Mobile Read Module User Login License Service Units (68886-502).

SERVICE UNIT PRICING AND PAYMENT

Customer will be required to submit a PO to Badger Meter or one of its authorized distributors for applicable Service Units. Initial Service Unit pricing will be held for the first 36-month term at quoted purchase increment, then subject to change thereafter.

Service Units may be purchased in Customer-defined increments except where minimum multiple purchase increments have been stated. Reorder increments will be established at time of initial purchase and may be modified at a later date. Service Unit price may vary if purchase increment is changed.

Service Unit pricing is Net to Customer and will be invoiced by Badger Meter or one of its authorized distributors based on Customer-defined Service Unit purchase increments or minimum multiple purchase increments as noted. Service Unit part numbers are denoted as 68886 and have been included in this document for cross reference with Customer pricing proposal.

Service Units will be consumed on a monthly basis, as applicable to each asset type.

Service Units are non-refundable and non-transferable to another entity without Badger Meter approval.

Service Units may be converted to like-valued, or higher, Service Units of a different asset type with Badger Meter approval.

Service Units expire ten (10) years from date of purchase. Expired Service Units will be forfeited unless converted prior to expiration.

Upon termination of a Customer's BEACON AMA services, for whatever cause, unused Service Units will be forfeited if not converted to Badger Meter or National Meter & Automation, future purchase credit within ninety (90) days.

Failure to renew services at term expiration, or pay for services invoiced by Badger Meter or one of its authorized distributors, may result in termination of services and limited access to Customer's BEACON AMA portfolio at the discretion of Badger Meter.

SMART WATER IS BADGER METER

BEACON, EyeOnWater and ORION are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2019 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

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Europe, Eastern Europe Branch Office (for Poland, Latvia, Lithuania, Estonia, Ukraine, Belarus) | Badger Meter Europe | ul. Korfantego 6 | 44-193 Knurów | Poland | +48-32-236-8787
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurlinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
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Asia Pacific | Badger Meter | 80 Marine Parade Rd | 19-07 Parkway Parade | Singapore 449269 | +65-63464836
Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11



4545 W Brown Deer Rd
 Milwaukee WI 53223
 PHONE: 800-876-3837

HRELCD-CELLULAR QUOTATION

BM QUOTE #3217977

CREATED DATE: October 27 2021
 QUOTED BY: Angie Phillips
 REQUESTED BY: Hector Gomez
 PHONE: 786-778-1728
 EMAIL: hgomez@townofsursidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: 10/27/2021- 12/31/2021

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	ENCODER, CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	<i>CELLULAR ENDPOINT ONLY WITH HRE-LCD ENCODER REGISTER - RETROFIT TO EXISTING METER</i>		
1700	LTE-M Cellular endpoint with HRE-LCD Encoder Register only no meter- with Twist-Tight Connector. NOTE: HRE-LCD register can be programmed to any Badger Meter model/size	\$ 160.70	\$ 273,190.00
NOTE:	CELLULAR ENDPOINTS HOSTING FEE IS INVOICED IN SERVICE UNITS = .89 per endpoint per month		
	For example: 1700 endpoints will be invoiced at .89 x 1700 = \$1513/monh x 12 months = \$18156 service units /year		
		SUBTOTAL	\$ 273,190.00
		SALES TAX	\$ -
		FREIGHT	
		TOTAL	

Sales Tax: To be quoted at time of order.
 Est. Lead Time: To be provided at time of order.

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!



4545 W Brown Deer Rd
Milwaukee WI 53223
PHONE: 800-876-3837

HRELCD-CELLULAR QUOTATION

BM QUOTE #3217977

CREATED DATE: October 27 2021
QUOTED BY: Angie Phillips
REQUESTED BY: Hector Gomez
PHONE: 786-778-1728
EMAIL: hgomez@townofsurfsidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: 10/27/2021- 12/31/2021

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	ENCODER, CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT

This quotation is an offer, made subject to the terms & conditions found on our website:

www.badgermeter.com/Company/Legal/Sales-terms.aspx