

SPECIFICATIONS AND PROPOSAL

FOR

WATER METERS

JANUARY 1, 2016 THRU DECEMBER 31, 2017

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

433 JOHN F. KENNEDY WAY

WILLINGBORO, NEW JERSEY 08046-2119

BID OPENING

DECEMBER 16, 2015

9:30 a.m.

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Willingboro Municipal Utilities Authority for the furnishing of WATER METERS.

Bids will be opened and read in public at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey on December 16, 2015 at 9:30 a.m., prevailing time.

Specifications and bid forms may be obtained at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey 08046-2119, 9 am to 4:30 pm. or by visiting the Authority's website at www.wmua.info.

Bids must be on the Standard Proposal Form attached to the specifications, in the manner designated therein, and must be enclosed in a sealed envelope, bearing the name and address of the bidder and name of the project on the outside. No Bid Bond is required.

Bidders are required to comply with the requirement of NJSA 10:5-31 et seq. and NJAC 17:27-1.1 Affirmative Action Regulations.

The signed Proposal forms must be delivered to the place and on or before the hour named above. The accepted bidder must sign the contract with ten (10) days after the Notice of Award.

The right is reserved to reject any or all Proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Willingboro Municipal Utilities Authority makes the most advantageous bid and to waive such informalities as may be permitted by law.

BY ORDER OF THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

Andrew Weber
Executive Director

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USA PRODUCTS ONLY

AFFIRMATIVE ACTION (P.L. 1975, c.127; (N.J.A.C. 17:27)

INSTRUCTIONS TO BIDDERS

1. FAMILIARITY WITH SPECIFICATIONS The bidder understands and agrees that its bid is submitted on the basis of the specifications and bid documents prepared by the AUTHORITY. The bidder accepts the obligation to become familiar with these specifications and bid documents. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by the bidders should be promptly reported in writing to the Executive Director. In the event that the bidder fails to notify the AUTHORITY of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
2. QUESTIONS No oral interpretation shall be made to any bidder as to the meaning of any of the specifications or bid documents. All questions shall be submitted in writing to the Executive Director. In order to be given consideration, written requests for interpretation must be received at least five (5) days before the established date for bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with NJSA 40A; 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The AUTHORITY's interpretations or corrections thereof shall be final; in the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT jmackie@wmua.info**
3. CHALLENGES TO BID SPECIFICATIONS Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the AUTHORITY no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the AUTHORITY or the award of a contract.
4. CONDITIONS AT SITE OF WORK. Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.
5. BIDDERS QUALIFICATIONS. The bidder shall submit with his bid a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.
6. DELETED.

INSTRUCTIONS TO BIDDERS

7. PREPARATION OF BIDS

A. Bids shall be prepared on the forms furnished by the Authority, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initiated by the person signing the bid.

Alternative bids will not be considered unless called for.

8. SUBMISSION OF BIDS

A. Bids shall be submitted as directed on the bid form and be delivered to the place indicated in the Notice to Bidders on or before the time designated.

B. The following items shall be submitted with the bid and are considered mandatory submittals in accordance with P.L. 1999, c39. Failure to submit any one of these items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body.

A Stockholder Disclosure Certification pursuant to Section 1 of P.L. 1977, c.33 (C52:25-24.2).

A document for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT jmackie@wmua.info**

C. Business registration required (P.L. 2004, c.57):

1. No contract shall be entered into by the OWNER unless the contractor provides a copy of his business registration together with a copy of the business registration for each of the subcontractors required to be listed by N.J.S.A. 40A:11-16 and as required pursuant to Section 1 of P.L. 2001, c.134 (C.52:32-44) in accordance with the following schedule:

a. in response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

b. for all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the OWNER may waive this requirement with a business registration previously provided to the OWNER.

D. Stockholder Disclosure Certification: In accordance with Chapter 33, P.L. 1977 (N.J.S.A. 52:25-24.2), no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

INSTRUCTIONS TO BIDDERS

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

E. The following additional items are also to be submitted with the bid. Failure to submit this information may result in disqualification of the bid.

Bidder Affidavit

Contractor Qualification Forms

Non-Collusion Affidavit

Affirmative Action Certification

Submittal Acknowledgment Form

Disclosure of Investment Activities In Iran

F. Annual Disclosure of Political Contributions:

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us. Bidder shall acknowledge this requirement by executing the "Disclosure of Contributions to New Jersey Election Law Enforcement Commission" form contained in the Proposal.

9. RECEIPT AND OPENING OF BIDS

A. Bids must be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so fixed are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

No responsibility will attach to any officer, or employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

10. WITHDRAWAL OF BIDS. Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other interested persons, who may be present either in person or by representative.

12. BIDDERS INTERESTED IN MORE THAN ONE BID. If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted price to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

13. AWARD OF CONTRACT. The contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days,

INSTRUCTIONS TO BIDDERS

except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. (N.J.S.A. 40A:11-24)

The OWNER reserves the right to waive any informality in the bids received when such waiver is in the interest of the OWNER.

14. REJECTION OF BIDS. The OWNER reserves the right to reject any an all bids when such rejection is in the interest of the OWNER; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the ENGINEER, in a position to perform the contract.

15. CONTRACTS. The bidder to whom award is made shall, within ten (10) days of his notice of award, execute the Contract Documents.

16. MODIFICATIONS TO SPECIFICATIONS. The right is reserved, as the interest of the OWNER may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Notice to Bidders. Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the ENGINEER will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

17. TIME OF COMPLETION. Delivery of materials furnished under this contract shall be completed no later than Forty-five (45) days following issuance of any purchase order issued during the 2-year contract period of January 1, 2016 thru December 31, 2017.

18. USA PRODUCTS ONLY. All products supplied under this contract shall be manufactured in the United States. Foreign made fittings, castings, etc. are prohibited.

19. AFFIRMATIVE ACTION (N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27). This Contract is subject to the Affirmative Action Regulations effective July 10, 1978, or as amended. Failure to submit the required documentation when required may result in rejection of the Contractor's Proposal or rescission of the contract award.

****END OF INSTRUCTIONS TO BIDDERS****

PROPOSAL

TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY:

The Undersigned hereby declares that they have carefully examined the bid documents and form of contract for WATER METERS; and that they will supply and deliver the materials as specified and delineated at the price per unit for each scheduled item stated below.

It is understood that the total price for the entire contract is based on the estimated quantities. It is further understood that the quantities stated below for the various items are estimated only and may be increased or decreased by the WMUA. Payment will be made only for the actual quantity purchased. The WMUA reserves the right to place multiple orders in any quantity during the course of the 2 year contract, but no later than December 31,2017.

Item	Description	Qty.	Unit Price	Extended
1	5/8" x 5/8" Water Meters NO LEAD	2000	\$ _____	\$ _____

Proposed product: _____

TOTAL AMOUNT BID: \$ _____

(words) _____ Dollars

Bidder: _____

Address: _____

Contact person: _____

Phone: _____ email: _____

PROPOSAL

SUBMITTAL ACKNOWLEDGMENT FORM

The undersigned hereby acknowledges that the following documentary and informational forms and certifications are herewith included with this bid proposal as required by Pi. 1999, c39 (N.J.S.A. 40A: 11-23.2) and that failure to include any one of these mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that such defect cannot be cured by the governing body:

1. Listing of Subcontractors as required by the Instructions to Bidders, Paragraph 7 and NJSA 40A: 11-16.
2. Statement of Corporate Ownership as required by the Instructions To Bidders, Paragraph 7 and NJSA 52:25-24.2.

Bidders' Initials

Bidders' Initials

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid against the OWNER or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the OWNER's Officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this _____ day of _____, 20_____.

Bidder

By _____
(Signature of Individual, Partner
or Officer Signing the Proposal)

(SEAL)

(Seal is required if Bidder
is a corporation)

Title

PROPOSAL

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

being duly sworn, depose and says that ___he resides at

and that ___he is the _____

of _____

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, effective April 8, 1977.

Affiant

Subscribed and Sworn to before me this _____ day of _____, 20____

PROPOSAL

STATEMENT OF CORPORATE OWNERSHIP

The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

_____	_____
_____	_____
_____	_____
_____	_____

If corporation, the bidder shall name the date and State in which corporation was incorporated:

DATE _____ STATE _____

List below the names and residences of all persons and parties interested in the foregoing bid as principals, and in accordance with Chapter 33 of the Public Laws of 1977, the names and addresses of all stockholders in the corporation or partnership who own 10 percent or more of its stock of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, as the case may be. If one or more of the stockholders or partners of the bidding entity is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established by N.J.S.A. 52:25-24.2, has been listed.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder's name, address and telephone number:

PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF _____ SS
COUNTY OF _____

I, _____ of the Municipality of
(Name)
_____ in the County of _____
and the and the State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

I am _____, a _____
(Name) (Title, Position, Etc.)

in the firm of _____
the bidder making the proposal to The Willingboro Municipal Utilities Authority and that I
executed the said Proposal with full Authority to do so; that said Bidder has not, directly or
indirectly entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free, competitive bidding in connection with the above named project; and
that all statements contained in said Proposal and in this Affidavit are true and correct, and
made with full knowledge that the Willingboro Municipal Utilities Authority relies upon the truth
of the statements contained in said Proposal and in the statements contained in this Affidavit
in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding, except Bona Fide
employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under
signature).

Subscribed and Sworn to before me this _____ day of _____, 20__.

Notice Public of _____

My Commission Expires _____, 20__.

PROPOSAL

AFFIRMATIVE ACTION REQUIREMENTS

A. This contract is subject to and all bidders are required to comply with the requirements of P.L. 1975, C. 127 an act relating to Affirmative Action and NJAC 17:27.

B. For any violation of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine of up to \$1,000.00 for each violation for each day during which the violation continues, said fine to be collected in a summary manner pursuant to the "Penalty Enforcement Law" (NJSA 2A:58-1 et seq.) (P.L. 1975, C127, Para. 5b) (NJAC 17:27)

C. ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract whichever is sooner, the contractor shall submit to the Public Agency one of the following forms of evidence:

- a) Letter of Federal Approval
- b) Certificate of Employee Information Report
- c) Completed Form AA302.

2. Failure to submit one of the above forms of evidence within the required time may result in the Contractor being declared non-responsive and the rescission of the contract award.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (NJAC 17:27) and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C 127. (NJAC 17:27)

PROPOSAL

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

TITLE: _____ DATE: _____

CONTRACT

THIS AGREEMENT, made and executed the _____ day of December, 2015 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A.40: 14B-1 et. seq. hereinafter referred to as "The Authority", and _____, hereinafter referred to as "The Supplier",

WITNESSETH:

1. The Supplier, having been designated by the Authority as the lowest, responsible bidder subsequent to the Authority's receipt of sealed bids on December 16, 2015 herewith covenants to furnish and deliver to the Authority the following material and quantities as contained in the Public Notice to Bidder and/or these specifications:

SEE ATTACHED SCHEDULE

Delivery of materials furnished under this contract shall be completed no later than Forty-five (45) days following issuance of any purchase order issued within two (2) years of contract award, but no later than December 31, 2017.

2. In consideration of the receipt of said material, the Authority agrees to pay the Supplier for the same at the prices quoted.

3. Payment by the Authority shall be made after delivery and upon receipt by the Authority of an itemized statement and voucher from the Supplier for the materials delivered. The supplier recognizes that said payments will require the Authority approval at a public meeting and therefore agrees to submit his statement and voucher at least ten (10) days in advance of the next regular meeting of the Authority and to expect payment thereof within ten (10) days after said meeting.

4. The Authority meets on the third Wednesday of each month and the Supplier may rely thereon in submitting for payment unless otherwise notified by the Authority.

5. The Supplier specifically covenants and warrants that the material in question is of good and merchantable quality, was manufactured in the United States and is fit for use by the Authority in its utility operation.

6. The Supplier and the Authority mutually agree that all of the terms and conditions set forth in the Notice to Bidders including but not limited to, the instructions to bidders and the specifications are hereby incorporated by reference and made a part of this Agreement as if fully set forth at length herein.

CONTRACT

7. The Supplier covenants that in making delivery of the material it will comply with any existing governmental regulations.

8. This Agreement and the documents specifically incorporated by reference contain the entire understanding between the parties hereto with respect to this transaction and shall not be altered, modified or supplemented by the parties except by a subsequent writing, signed and sealed by them.

9. This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.

10. This Agreement shall not be assigned by either party without the prior written consent of the other.

11. Affirmative Action. The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS are specifically incorporated herein as a material provision of this contract.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

By: _____

Seal:
ATTEST:

BY: _____.

By: _____
(President, Partner or Sole Proprietor)

Seal:
ATTEST:

Secretary

CONTRACT

(REVISED 10/08)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

CONTRACT

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

CONTRACT

EXHIBIT "B"

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability 42 U.S.C. S12101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of _____,

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known to be one of the members of the firm of _____,

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

(SEAL)

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

ITEM 1. 5/8" x 5/8" Water Meter NO LEAD

Existing System

The existing water meter/AMR system consists of approximately 13,000 Sensus 5/8" Accustream and Neptune 5/8" T-10 meters with ProRead registers set in front yard pits located adjacent to sidewalks. Meters are read via pit lid- mounted touchpad utilizing Neptune *Advantage II* wand in conjunction with 3 quantity *Dap Technology* Microflex CE5320 Handhelds with RF capability. Neptune ARB N_SIGHT Mobile version 3.5.110125 software is used to load/download handhelds. N_SIGHT software is interfaced to "CSI" user account billing software. As of 12/2/15, there are no MIU's and the system is 100% touch read.

Note: bolt thru touch pad method has been discontinued by Owner. Subsequent installations shall NOT utilize a bolt thru touch pad.

TOUCH READ

Items furnished under this contract shall be installed by Owner for immediate touch read utilizing the existing touch read wands/handhelds. Owner shall continue to touch read remaining existing meters.

Pit Setting

A significant quantity of existing meters are submerged in groundwater during the year. All registers shall be factory potted for wet meter pit installation at both the register and the touch pad. Touch pad shall be detachable from the thru lid fitting. Thru lid fitting shall utilize a standard 2" hole for mounting onto FORD X3L-T lids on existing FORD meter box covers. Thru lid fittings shall be provided at no additional cost. Cable shall include sufficient quantity of wires (3 minimum) for future radio-read capability.

Compatibility/Migratability

The meters, registers and touch pads provided under this contract shall be compatible with the existing system described above. If any of the proposed products are not compatible, bidder shall furnish and install any necessary hardware, software and/or programming manpower to ensure compatibility and incorporate any cost therefor into the unit pricing entered on the bid form. Potted registers and potted touch pads shall be compatible with existing handhelds. Potted registers shall be migratable to both drive-by vehicle based and fixed based radio read systems. Touch pad and Absolute Encoder Register shall be factory potted to the other end of the same cable. Installation, by Owner, of the products specified herein shall require no wiring connections to be made. The detachable thru lid fittings shall be hand fastenable to a FORD X3L-T lid.

BIDDER shall provide an explicit comply/exception assessment of compatibility, which shall detail specific hardware, software and/or programming to be furnished at no additional cost.

TECHNICAL SPECIFICATIONS

Register

Register shall be Absolute Encoder and shall measure in gallons. Number of odometer digits and ID number format outputted electronically shall be compatible with currently installed meter reading and billing software.

Low Lead Bronze

Bronze water meter main cases shall be low lead bronze alloy AWWA C700 compliant with NSF 61, Annex F & Annex G and other laws effective January 4, 2014.

Composite/plastic water meter main cases are acceptable and shall be AWWA C710 compliant.

Frost Plate

Frost plate shall be plastic and designed to break without stressing the meter main case regardless of main case material provided.

Measuring Chamber

Meters shall be of positive displacement style with nutating disc or oscillating piston and compliant with AWWA C700/C710 standards, latest revision. No-moving-parts meters (lperl) are acceptable but not required.

Acceptable Manufacturers

Meters shall be 5/8" x 5/8" Neptune T-10 with ProRead potted register/touch pad, Sensus SR II with potted ECR register/touch pad, Sensus Accustream with potted ECR register/touch pad or approved equal. Meter registers with data storage capability such as Ecoder are not required but shall be acceptable at no additional cost to Owner. No radio transmitters and/or antennas are required under this contract.

Mueller Systems/Hersey meters were tested and found incompatible with Owner's existing AMR.

Pulse type registers are prohibited.

Warranty

Manufacturer's standard warranty shall be provided at time of bid submission. Encoder register shall be fully warrantied for ten years, minimum. Battery, if provided, shall be warrantied for 20 years.

DELIVERY

Unit pricing shall include delivery to 58 Meribrook Circle, Willingboro, NJ 08046