

**LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF LAKEWOOD
OCEAN COUNTY
NEW JERSEY
FOR FURNISHING AND DELIVERING COLD WATER METERS**

August 24, 2023

LAKEWOOD TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY

CONTRACT FOR FURNISHING AND DELIVERING

COLD WATER METERS

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NOTICE TO BIDDERS
LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF LAKEWOOD, OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING OF COLD WATER METERS

Sealed proposals for furnishing and delivering cold-water meters to the Lakewood Township Municipal Utilities Authority will be received by the Authority at their offices at **390 New Hampshire Avenue, Lakewood, New Jersey** on or before, **September 27, 2023, at 11:00 AM** prevailing time, at which time and place they will be publicly opened and read aloud. Bidders shall provide two (2) sets of firm unit prices, the 1st to furnish and deliver cold water meters for a period of one (1) year following the date of contract execution and the 2nd to furnish and deliver cold water meters for a period of two (2) years following the date of contract execution.

All bids must be completed in accordance with the requirements described in the General Requirements.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Bidding documents may be obtained from the office of the Authority, 390 New Hampshire Avenue, Lakewood, NJ 08701 on Monday through Friday between the hours 9:00 AM – 4:00 PM excluding Authority Holidays

No bid may be withdrawn for thirty (30) days following the date for receipt of the bids. The Authority reserves the right to reject any and all bids, to waive any informality in any bid and to accept the bid or bids which, in its judgment, best serve the interest of the Authority. If the bid does not comply with the above requirements at the time of bid opening, the bid may be rejected.

GENERAL REQUIREMENTS

1.0 General Requirements Furnishing and Delivery of Cold Water Meters

1.01 Date and Place of Opening Bid

The Lakewood Township Municipal Utilities Authority, herein called Authority, will receive sealed bids for the furnishings and delivery of the materials described in the proposal more particularly described in the detailed specifications.

Such bids, addressed to the Lakewood Township Municipal Utilities Authority will be received by the Authority at the time and place which is specified in the Notice to Bidders or as revised by addendum, at which time and place they will be publicly opened and read aloud.

1.02 Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in. Blank spaces for bid items not bid will be cause for the reject of the bid. All information must be type written or neatly printed in ink in both words and figures. Information deemed illegible shall be grounds for rejecting bid. Bidders shall not remove and submit the proposal pages separate from the contract documents.

The envelopes containing the bids must be sealed, addressed to the Lakewood Township Municipal Utilities Authority and designated "Bid for Furnishing and Delivering Cold Water Meters".

1.03 Qualifications of Bidders

The Authority may make such investigation as he deems necessary to determine the ability of the bidder to furnish and guarantee the delivery of the materials described in the proposal more particularly described in the detailed specifications. The bidder shall furnish to the Authority any data or information the Authority may request for this purpose. The Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the contract and to provide the services as specified. Failure to supply information requested by the Authority or the Authority's authorized agent in a timely manner may be grounds for rejection of the bid.

Any bidder, who wishes to submit a product other than that which is described in the Detailed Specifications must provide documents establishing equivalency prior to or at the time of the opening of the bids. The Authority Engineer will compare the documents provided to the equivalency criteria in the detailed specifications and respond to the applicant within five (5) working days of the opening of the bids. If the Authority Engineer determines that the documents provided do not adequately prove equivalency he may, at his discretion, request additional information or reject the product as being non-responsive.

Any bidder who disagrees with the equivalency determination may request an equivalency hearing. The request must be in writing and must be delivered to the Authority's office no later than the third (3rd) business day after the date the bidder received notification of the equivalency determination. The hearing will be conducted by the Authority's Executive Director. The hearing will include the Authority's engineer and a representative from the Authority's operations staff as determined by the Executive Director. The bidders will be notified as to the results of the hearing within five (5) business days after the date the hearing is concluded. If the bidder disagrees with the results of the hearing he must notify the Authority by the third (3rd) business day after the date the bidder receives notification of the results of the hearing that he wishes to be heard by the Authority. Upon receipt of this notification, the Executive Director will place the bidder on the agenda at the next regularly scheduled meeting of the Authority.

If it is determined at any point in the process that testing of the alternate product will extend beyond the thirty (30) days from the date from the bids were opened the bid will be awarded to the lowest responsive bidder providing a product which meets the specifications. The bidder wishing to supply the alternative product will be able to continue with the testing procedure if they so desire. If the product is found to be equivalent in all aspects to the product specified, the bidder will be notified that they will be allowed to bid this item the next time bids are solicited.

1. 04 Informal Bids

The Authority may reject as informal, bids which are incomplete, conditional, or obscure or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind. The Authority may waive such informalities if it feels this action is in its best interest.

1. 05 Withdrawal of Bids

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the opening of bids. No bids may be withdrawn within the thirty (30) day period following the actual opening thereof.

1. 06 Unit Price Bid

Items delivered shall be as specified and delineated at the price per unit of measure for each scheduled item stated in the proposal.

1. 07 Addenda and Interpretations

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Lakewood Township Municipal Utilities, 390 New Hampshire Avenue, Lakewood, New Jersey 08701, and to be given consideration must be received at least seven business (7) days prior to the date fixed for the opening of bids. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specification, which, if issued, will be sent by certified mail, return receipt requested,

to each of the bidders who has taken out the contract documents, at the respective addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum, or interpretation, shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

1.08 Bid Security

The Authority will not require a bid security for this goods and services bid.

1.09 Obligation of Bidders

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligations in respect of his bid.

1.10 Lowest Qualified Bidder

The contract will be awarded to the responsive and responsible bidder or bidders whose bids, when combined, total the lowest number of dollars for the corresponding contract length to be awarded by the Authority. The contract length to be awarded by the Authority will be at the sole discretion of the Authority.

In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern.

1.11 Liquidated Damages for Failure to Enter into Contract

This section is not applicable to this goods and services bid.

1.12 Power of Attorney

This section is not applicable to this goods and services bid.

1.13 Conditions of Work

Each bidder must inform themselves fully of the conditions of the contract and specifications. Failure to do so will not relieve a successful bidder of his obligation to furnish the service contract as specified and to carry out the provisions of the contract documents.

1.14 Performance Bond

A performance bond is not required for this goods and services contract.

1. 15 Time of Delivery

The time of delivery of the product shall be at the Authority's request as directed by the Authority's personnel. The materials ordered must be delivered to the Authority within 72 hours of the request for the delivery unless otherwise agreed to by the Authority's personnel.

1. 16 Time to Award Contact

The Authority shall have thirty (30) days from the receipt of bids to either accept or reject same, and a reasonable time thereafter in the event of any special circumstances or conditions that require additional time.

1. 17 Location of Delivery

The materials are to be delivered to the Authority's water treatment facility located at 390 New Hampshire Avenue or at the Authority's treatment facility located on Shorrocks Street just south of Route #70 or at other locations within the Township of Lakewood as directed by the Authority's personnel.

1. 18 Authority's Right to Modify Frequency and Quantity of Delivery

The quantities listed in the proposal represent the amount the Authority estimates it will need to meet their needs for a period of two (2) years if the Authority awards a two (2) year contract or one (1) year if the Authority awards a one (1) year contract. At the end of the proposal the total dollar value for both the one (1) year contract and two (2) year contract based on the estimated quantities will be multiplied by two (2) to provide a maximum dollar value for the contract since exact quantities cannot be determined at this time. It is anticipated that delivery of these materials will be required on a monthly basis. However, the Authority reserves the right to direct the bidder as to time of delivery and quantity to be delivered as its need dictate. The quantity and frequency can vary depending on the needs of the Authority, variation of quantity and frequency will not be grounds for any change to the unit price bid. If the bidder submits a proposal which varies the unit price bid based on the number of units per delivery, this will be cause for rejection of the bid.

The provisions of the goods being provided pursuant to this bid shall be provided in accordance with the amount required from time to time by the Authority. This bid shall not contain any conditions limiting the time and amount in which goods may be supplied.

1. 19 Authority's Right to Modify Overall Quantity

Quantity of meters ordered will have no impact on the unit price bid. If the Authority elects to award a two (2) year contract the unit price bid by the Contractor shall remain firm for a period of at least two (2) years following the date of execution of the Contract regardless of the quantity purchased. If the Authority elects to award a one (1) year contract the unit price bid by the Contractor shall remain firm for a period of at least one (1) years following the date of execution of the Contract regardless of the quantity purchased. If the bidder submits a proposal which varies the unit price bid based on the total number of units ordered during the contract period, this will be cause for rejection of the bid.

**DETAILED SPECIFICATIONS
LAKEWOOD MUA**

**iPERL
RESIDENTIAL COLD WATER METERS**

1. GENERAL

- 1.1 Under this specification a single manufacturer shall supply a water management system comprised of water meters necessary to interface with the Lakewood MUA's Advanced Metering Infrastructure (AMI) as specified hereafter. While the primary function shall be to provide accurate and timely meter reading data for billing purposes, the system shall also furnish consumption and other pertinent data to facilitate enhanced operation and management of the total water distribution system as described herein.
- 1.2 All furnished meters, 5/8" to 1", shall exceed the performance requirements of the "Standard Specifications for Cold Water Meters" – C700, latest revision issued by AWWA or as otherwise stated.

2. TYPE – RESIDENTIAL MAGNETIC METER

- 2.1. Only magnetic meters with electronic encoder registers shall be provided. Fluidic Oscillator and ultrasonic meters are unacceptable.
- 2.2. Registers must be permanently attached to the meter without the ability to be removed from the magnetic meter flow tube. Meters must be sealed register, magnetic meter type only.

3. LENGTH

- 3.1 Must conform to the chart below:

Sizes	Lay Lengths
5/8"	7-1/2"
5/8" x 3/4"	7-1/2"
3/4" Short	7-1/2"
3/4" Full	9"
1"	10-3/4"

4. MAINCASES

- 4.1. All Meters shall have a non-corrosive crystalline engineered resin outer case with an integral flow tube which cannot be removed from the case.
- 4.2. All Meters shall have imprinted on them, the size and direction of water flow through the meter.
- 4.3. There shall be no removable parts on the meter and all components shall be one piece. The register shall be encapsulated in glass. Screw terminals on the register are not acceptable.
- 4.4. The composite body shall be completely lead-free and meet the AB1953, ANSI/NSF Standard 61 Annex G requirements.

5. MEASURING CHAMBER

- 5.1. The measuring chamber shall be comprised of a flow tube composed of crystalline engineered resin containing polyphenylene sulfide and shall be cast as part of the maincase.
- 5.2. The measuring chamber shall have no moving parts and utilize a magnetic flow sensor. Positive displacement and velocity meters are unacceptable.
- 5.3. A rectangular measurement section, within the flow tube, shall be utilized to achieve the best physics for measurement accuracy.
- 5.4. A pulse of current inside a drive coil within the measuring chamber shall be used to magnetize a portion of remnant magnetic material. The magnet shall then maintain a constant magnetic field. As water flows through the magnetic field, a current shall be generated that is proportional to the volume of water flowing through the meter.
- 5.5. Sterling electrodes shall be utilized to reverse the electromagnetic field as necessary.

6. REGISTER

6.1. CONSTRUCTION

- 6.1.1 All register components shall be contained in a permanently hermetically sealed, tamperproof enclosure made of glass, covered with a composite lid.
- 6.1.2 The register shall be permanently attached to the meter flow tube. The register, for meter sizes 5/8" thru 1" cannot be removable.
- 6.1.3 To comply with "Kosher" requirements, the register must be a liquid crystal display that will illuminate when the register cover is opened. After approx 30 seconds, the display will revert to a sleep mode. The register will display the meter reading, leak indicator, and battery indicator. The register shall display 9 reading digits and provide an AMR/AMI output containing 8 digits.
- 6.1.4 Registers shall have a published battery warranty lasting 20 years. The first 10 years is a full replacement warranty and the second 10 years is prorated according to manufacturer proration schedule.

- 6.1.5 An external register box assembly is not acceptable.
- 6.1.6 Screw terminal connections to the register are not acceptable. The register shall utilize a magnetic "touch coupling" technology to connect a 3-wire cable to a touch read AMR, radio read AMR, or fixed base AMI meter reading system. Touch coupler connection shall be encapsulated in glass.
- 6.1.7 When the meter is to be installed in a vault or pit set installation, the magnetic coupling shall be completely water proof and warranted against water intrusion.

6.2. PERFORMANCE

- 6.2.1 The register output data format shall be 7-bit ASCII (American Standard Code for Information Interchange) digital, plus an even parity bit.
- 6.2.2 Upon interrogation with a touch type pad, AMR, or AMI product, the register will transmit an odometer reading containing from 1 to 8 digits (field programmable) and a user defined alphanumeric identification of up to 12 characters (field programmable).
- 6.2.3 Meter must be capable of transmitting a minimum of 8 digits to the utility's reading system.
- 6.2.4 Encoders employing a mechanical brush contact with the odometer wheel will not be acceptable.
- 6.2.5 The register shall also have the option to output a factory set, non-programmable or field programmable identification number, field programmable Customer Text of up to 20 alphanumeric characters, field programmable reading multiplier, and/or a reading measurement unit indicator which is also field programmable.
- 6.2.6 Data is to be positive true. The register's ASCII digital output is to be capable of interfacing directly to an appropriate, factory authorized AMR/AMI device.

6.3 Minimum Operating Characteristics shall be as stated below:

Meter Size	Low Flow (95% Min.)	Operating Range (98.5-101.5%)	Pressure Loss (Not to Exceed)	Maximum Operating Pressure
5/8"	0.03 GPM	0.11 – 25 GPM	4.0 PSI @ 15 GPM	200 PSI
5/8" x 3/4"	0.03 GPM	0.11 – 35 GPM	2.0 PSI @ 15 GPM	200 PSI
3/4"	0.03 GPM	0.11 – 35 GPM	2.0 PSI @ 15 GPM	200 PSI
1"	0.11 GPM	0.4 – 55 GPM	2.0 PSI @ 25 GPM	200 PSI

7. STRAINERS

- 7.1 All meters must be provided with a corrosion-resistant empty flow tube.
- 7.2 Strainers may be provided as an option but are not required.

8. CHANGE GEARS

8.1 Change gears will not be allowed to calibrate the meter.

9. PERFORMANCE

9.1. Meters shall conform minimally to current AWWA C-700, current revision, test flows, headloss and accuracy standards.

9.2 Meters shall operate up to a working pressure of 150 pounds per square inch (psi), without leakage or damage to any parts. The accuracy shall not be affected by variation in pressure up to 150 psi.

9.3 Meters shall meet the flow ranges indicated in the chart below:

Sizes	Minimum Flow Rates	Maximum Flow Rates
3/8"	1/10 GPM	25 GPM
3/8" x 3/4"	1/10 GPM	35 GPM
3/4" short	1/10 GPM	35 GPM
3/4" regular	1/10 GPM	35 GPM
1"	1/5 GPM	55 GPM

9.4.1 Meters shall be able to indicate an empty pipe event. If the meter is by-passed or taken out of service, an alarm shall be sent to the utility via the meter reading system.

9.5 Meters shall have the capability to indicate reverse flow conditions within the meter.

9.5.1 Meter shall indicate if sterling electrodes have been damaged at any point during the life of the meter.

9.6 Meters shall indicate magnetic failure due to tampering efforts.

9.7 Meter shall have the ability to store 5,000 data points for data logging information including peak flow and volume in a predetermined interval.

10. PERFORMANCE WARRANTY

10.1 In evaluating bid submittals, warranty coverage will be considered. All bidders are required to submit their most current nationally published warranty statements for water meter maincases, registers and measuring chambers.

11. SHIPMENT VERIFICATIONS

- 11.1 A statistically controlled sample of each meter shipment will be tested by the Town of North East to insure each shipment meets their performance and materials specifications.

12. MANUFACTURER

- 12.1. Meters shall be Sensus IPERL Model or approved equal as determined by the Lakewood MUA.
- 12.2. Meters supplied shall be fully compatible with Sensus FlexNet Advanced Meter Infrastructure (AMI) and Sensus Model 5501 HandHeld meter reading Equipment as utilized by the MUA.

**DETAILED SPECIFICATIONS OMNI C2 COMPOUND TYPE
LAKEWOOD MUA
COLD WATER METERS – 1-1/2" - 10"**

3.0 GENERAL SCOPE

The meters must meet or exceed American Water Works Standard C-701 and C-702, as most recently revised, except as modified herein. Additionally, the meter does not require a valve to meet these standards. All OMNI meters are NSF approved to the latest standards.

3.1 TYPE

3.1.1 Meters shall be of the single register OMNI C2 Compound type. The measuring element shall be an integrated advanced Floating Ball Technology design.

3.1.2 Meters shall be capable of constant low to medium flow to high flow usage and intended for critical billing measurement for commercial, industrial, and residential applications.

3.2 SIZE

The size of the meter shall be determined by the nominal size of the opening of the inlet and outlet flanges of the meter.

3.3 LENGTH

The maximum overall length of the unit shall be the face-to-face dimensions as listed below:

<u>Size of Meter</u>	<u>Length</u>
1-1/2"	13"
2"	15-1/4"
3"	17"
4"	20"
6"	24"
8"	30-1/8"
10"	41-1/8"

3.4 MAINCASES

3.4.1 Maincases shall be constructed of epoxy coated ductile iron composition. The epoxy coating shall be provided as standard fusion-bonded and adhere to NSF for non-lead regulation compliance.

3.4.2 All sizes of meters shall include flanged ends.

3.4.3 A test port of adequate size must be accessible from the top so as to allow testing in pit settings and confined areas. The port outlet shall be threaded and shall be plugged with a coated ductile iron plug.

3.4.4 The size, type and direction of flow through the meter shall be cast in raised characters on the maincase.

3.5 STRAINERS

- 3.5.1 The meter strainer shall be integral and cast as part of the meter's maincase.
- 3.5.2 The strainer's screen shall have a minimum net open area of at least two (2) times the pipe opening and be a V-shaped configuration for the purpose of maintaining a full unobstructed flow pattern.
- 3.5.3 The strainer body shall be a coated ductile iron fusion-bonded epoxy identical to that of the meter's maincase.
- 3.5.4 The strainer body shall contain a cover plate which is removable for inspection and debris removal.
- 3.5.5 All fasteners shall be stainless steel capable of maintaining the following static pressure ratings and physical dimensions:

<u>Meter Size</u>	<u>Max. Operating Pressure</u>	<u>Centerline to Strainer Base</u>
1-1/2"	200 psig	2-5/16"
2"	200 psig	2-5/16"
3"	200 psig	4-1/8"
4"	200 psig	4-3/4"
6"	200 psig	5-3/4"
8"	200 psig	6-3/4"
10"	200 psig	8-1/2"

3.6 CONNECTIONS

- 3.6.1 Flanges for the 1-1/2" and 2" size meter assemblies shall be of the 2-bolt oval flange configuration.
- 3.6.2 The 3", 4", 6", 8" and 10" size meter assemblies shall have flanges of the Class 125 round type, flat faced and shall conform to ANSI B16.1 for specified diameter, drilling and thickness.

3.7 OMNI ELECTRONIC REGISTER

- 3.7.1 The C2 electronic register is hermetically sealed with electronic pickup containing no mechanical gearing.
- 3.7.2 Register shall have large character LCD displays showing AMR, Totalization, and a Resettable Test Totalizer.
- 3.7.3 Register features shall be capable of the following:
 - 3.7.3.1 Fully programmable AMR resolution units and Pulse output frequency.
 - 3.7.3.2 Integral customer data logging capability.
 - 3.7.3.3 Integral resettable accuracy testing feature compatible with AR-5000 Testing Assistant Program.

3.7.3.4 Large, easy-to-read LCD displaying both forward and reverse flow directions.

3.7.3.5 10-year battery life guarantee.

3.8 MEASURING CHAMBER

- 3.81 The measuring chamber shall consist of a measuring element, removable housing, and all-electronic register.
- 3.82 The measuring element shall be mounted on a horizontal, stationary stainless steel shaft with sleeve bearings and be essentially weightless in water.
- 3.83 The measuring element comes integrated with the advanced Floating Ball Technology design.
- 3.84 The measuring chamber shall be capable of operating within the accuracy limits listed below without calibration when transferred from one maincase to another of the same size. The measuring shall be so configured to capture all flows as specified below, without the requirement of an automatic valve.

<u>Meter Size</u>	<u>Low Flow (95% Min)</u>	<u>Operating Range (98.5-101.5%)</u>	<u>Intermittent Flow (98.5-101.5%)</u>	<u>Pressure Loss (not to exceed)</u>
1-1/2"	.25 gpm	.5-160 gpm	200 gpm	6.0 psi @ 160 gpm
2"	.25 gpm	.5-160 gpm	200 gpm	4.3 psi @ 160 gpm
3"	.5 gpm	1.0-400 gpm	500 gpm	3.2 psi @ 400 gpm
4"	.75 gpm	1.5-800 gpm	1000 gpm	6.4 psi @ 800 gpm
6"	1.5 gpm	3.0-1600 gpm	2000 gpm	5.5 psi @ 1600 gpm
8"	2.5 gpm	4-2700 gpm	3400 gpm	4 psi @ 2700 gpm
10"	3.5 gpm	5-4000 gpm	5000 gpm	4.5 psi @ 4000 gpm

- 3.85 The chamber shall provide a 25% flow capacity in excess of the maximum flows listed for intermittent flow demands.
- 3.86 A direct magnetic drive shall occur between the motion of the measuring element blade position and the electronic register.
- 3.87 Any and all additional intermediate, magnetic or mechanical drive couplings are not acceptable.

3.9 PRESSURE TEST

Meters shall be guaranteed to operate successfully at a working pressure up to 200 pounds per square inch, without leakage or damage to any component.

4.0 GUARANTEE AND MAINTENANCE PROGRAM

- 4.1 Meters shall be guaranteed against defects in material and workmanship for a period of one year from the date of shipment.

5.0 Manufacturer

- 5.1 Omni meters shall be Model C2 as manufactured by Sensus Meter. Omni meters shall also be compatible with Sensus 510M/520M smartpoints and Sensus Flexnet meter reading system.

ADVANCED METERING INFRASTRUCTURE SMARTPOINTS

1.0 GENERAL SCOPE

Under this specification a single manufacturer shall supply all equipment necessary to furnish SmartPoints compatible with the Sensus FlexNet (AMI) system. While the primary function shall be to provide accurate and timely meter reading data for billing purposes, the SmartPoints shall also furnish consumption and other pertinent data to facilitate enhanced operation and management of the total water distribution system, as described herein.

2.0 COMMUNICATION PARAMETERS

All equipment must comply with current Federal Communications Commission (FCC) requirements which include proper labeling of the MIU. The bidder must have supporting documentation available upon request to verify compliance. The radio frequency transmission from the MIU to the interrogation unit must utilize a primary-use licensed band operating in 900MHz spectrum.

3.0 AMI TRANSMITTERS (SMARTPOINTS)

3.0.1 FUNCTION

- 3.0.1.1 The SmartPoint shall transmit the reading data to the Tower Gateway Base Station (TGB) at least four (4) times per day.
- 3.0.1.2 The SmartPoint shall be capable of collecting hourly readings and transmitting that information 4 times per day.
- 3.0.1.3 Each transmission shall contain the past 8-168 readings in order to provide redundancy. If a transmission is missed, the system shall be capable of recovering the missed reading information from the endpoint on the next transmission.
- 3.0.1.4 After being transmitted from the meter endpoint, transmissions must be immediately received at the back-end software for review. No "storing and forwarding" of readings on collectors shall be acceptable. Low power endpoints, under 1.5 Watts, originally designed for walk-by/drive-by applications shall not be acceptable due to low power and range capabilities, and undesirable quantity of required "collectors".

3.1.1 CONSTRUCTION

- 3.1.1.1 The water transmitter shall be enclosed in a two-piece molded plastic housing capable of being mounted on a wall or installed through the meter/vault lid.
- 3.1.1.2 The SmartPoint plastic housing shall incorporate a tamper resistant, waterproof connection, known as TouchCoupler technology, allowing SmartPoints to be installed utilizing an existing Sensus Metering Systems touchpad with a two wire connection. Three wire connections to SmartPoints shall not be necessary.
- 3.1.1.3 The electronics of the transmitter shall be hermetically sealed in a high density polyethylene (HDPE) enclosure that is waterproof and provides an operating temperature range of -22°F to 185° F (-30°C to 85°C).
- 3.1.1.4 Pit set transmitters shall have the ability to be completely submerged in water for the life of the product without any internal damage or malfunction.

- 3.1.1.5 The two-piece enclosure must contain the unit components including, HDPE enclosure, battery, and wire connections.
- 3.1.1.6 The unit shall be available with TouchCoupler technology that eliminates the need for wire connectors.

3.2.1 PERFORMANCE REQUIREMENTS

- 3.2.1.1 The water SmartPoint shall be a two-way device that transmits at a power level of two (2) Watts in primary-use licensed band in the 900 MHz spectrum. The SmartPoint shall provide inbound and outbound access to water measurement and ancillary device diagnostics via radio signal.
- 3.2.1.2 The SmartPoint shall also be required to transmit at least eight (8) reading digits from the encoded register in a resolution of at least 0.1 gallon or 0.01 cubic feet for meters up to 1 inch.
- 3.2.1.3 Water SmartPoint must also have the ability to provide leak detection capability. Water transmitter must also provide the ability for field replaceable batteries.
- 3.2.1.4 The SmartPoints/transmitters shall be FCC Part 90, 101, and 24 approved for licensed band operation, and shall transmit on a primary use (unshared) licensed band in the 890-960 MHz spectrum.
- 3.2.1.5 The SmartPoints shall communicate with the TGB using an RF modulation designed specifically for AMR/AMI applications. Furthermore, the modulation shall use CRC-32 error detection and Viterbi forward error correction scheme capable of recovering up to one bit error out of every three bits. The receiver will have a sensitivity of -109 dBm or better in order to provide adequate range for minimal infrastructure.
- 3.2.1.6 SmartPoints shall be capable of providing an instantaneous notification of a successful installation and successful communication with the Tower Gateway Base Station (TGB).
- 3.2.1.7 The SmartPoint shall receive input from the meter register and remotely send "top of the hour" data to a collection device, based on its system configuration (walk-by/drive-by or fixed base).
- 3.2.1.8 The SmartPoint shall have the ability to migrate from walk-by/drive-by to fixed base system by simply installing a Tower Gateway Basestation (TGB).
- 3.2.1.9 In walk-by/drive-by mode, the SmartPoint shall collect data and await an activation signal from the vehicle collection system or a hand held reading unit. Upon signal receipt, the SmartPoint interrogates the meter's encoder; and transmits the most current information, including the identification number and meter reading, as well as any alarms.
- 3.2.1.10 As a fixed base endpoint, the SmartPoint shall interact with the strategically placed Sensus Tower Gateway Basestation located in the utility service area. Readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI) at time of transmission.

3.3.1 PERFORMANCE WARRANTIES

The vendor shall be required to state its warranty and/or guarantee policy with respect to each item of proposed equipment. As a minimum, the transmitter electronics shall be warranted for twenty (20) years from the date of shipment for defects in materials and workmanship. Battery warranty shall be twenty (20) years from date of factory shipment.

3.4.1 SYSTEM MAINTENANCE AND SUPPORT

In addition to warranty periods, vendors are required to supply information on required or optional maintenance programs beyond the warranty period for both hardware. Features of those programs shall also be included with any additional charges such as hourly rate for on-site and/or remote support. The locations of and procedures for obtaining such support shall be stated.

3.5.1 MANUFACTURER

SmartPoint transmitters shall be Sensus Model 510 M for non-meter pit applications and Model 520M for meter pits or pre-approved equal. They shall be compatible with all existing Sensus meters, reading equipment, and software current utilized by Lakewood MUA.

BID DOCUMENT SUBMISSION CHECKLIST

Lakewood Township Municipal Utilities Authority

Contract Name: Cold Water MetersLTMUA No. 2024/25

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)

Required With Submission of Bid (Authority's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement).	
<input checked="" type="checkbox"/> If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
<input checked="" type="checkbox"/> Bid Forms	

B. Failure to submit the following documents may be a cause for the bid to be rejected.

(N.J.S.A. 40A:11-23.1b)

Required With Submission of Bid (Authority's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)	Required With Submission of Bid (Authority's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
<input checked="" type="checkbox"/> Affirmative Action Certification		<input checked="" type="checkbox"/> Submission of a Non-Collusion Affidavit (this form must be Notarized).	
<input checked="" type="checkbox"/> Corporate Resolution allowing the signature of the Corporate Officer.		<input checked="" type="checkbox"/> Copy of State of New Jersey Business Registration Certificate	
<input checked="" type="checkbox"/> Disclosure of Investment Activities in Iran, Belarus & Russia.			

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

PROPOSAL of _____
(Name of Company)

BID FORMS**PROPOSAL FOR
FURNISHING AND DELIVERING COLD WATER METERS AS SPECIFIED TO THE LAKEWOOD
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

The undersigned, as Bidder, having carefully read the Notice to Bidders, Detailed Specifications, General Requirements, Proposal and Form of Contract, hereby agrees to furnish and deliver cold water meters to the premises owned by the Authority in accordance with said Specifications at the unit prices quoted in the Proposal. Further, the undersigned, as Bidder, declares that only parties interested in this proposal as principals are named herein and that this Proposal is made without collusion with any other person, firm or corporation.

(Bidder's Signature)

(Print Bidder's Signature & Title)

(Print Company's Name and Federal ID #
or SS #)

(Address)

(Telephone Number & Fax Number)

(Date)

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS

SECTION I A - DISPLACEMENT TYPE METERS *
AUTOMATIC METER READING REGISTERS (AMR)
TO FURNISH AND DELIVER COLD WATER METERS FOR 1 YEAR

Item No.	Item	Unit Price	Price
1.	5/8" iPERL Meter with Remote unit price Estimated to be ordered = 250 (Unit Price Written)	\$ (Price Written)	\$
2.	3/4" iPERL Meter with Remote unit price Estimated to be ordered = 10 (Unit Price Written)	\$ (Price Written)	\$
3.	3/4" Long iPERL Meter with Remote unit price Estimated to be ordered = 10 (Unit Price Written)	\$ (Price Written)	\$
4.	1" iPERL Meter with Remote unit price Estimated to be ordered = 250 (Unit Price Written)	\$ (Price Written)	\$
5.	MIU Meter Interface Unit (Smart Point) unit price Estimated to be ordered = 2,000 (Unit Price Written)	\$ (Price Written)	\$
6.	Connection hardware for 5/8" meters unit price Estimated to be ordered = 250 (Unit Price Written)	\$ (Price Written)	\$
7.	Connection hardware for 3/4" meters unit price Estimated to be ordered = 20 (Unit Price Written)	\$ (Price Written)	\$
8.	Connection hardware for 1" meters unit price Estimated to be ordered = 250 (Unit Price Written)	\$ (Price Written)	\$
Total Price Based on Estimated units purchased			\$
(Total Amount Written)			
BID PRICE (Total Price Based on Estimated Units Purchased multiplied by 2)		\$ _____	
Total this page in written words:			
<p>*The minimum number of units to be ordered is zero. All meters to be supplied with remote touch pads. Connection Hardware will be purchased separately as per items #6, 7 & 8</p>			

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS

SECTION I B - DISPLACEMENT TYPE METERS *
AUTOMATIC METER READING REGISTERS (AMR)
TO FURNISH AND DELIVER COLD WATER METERS FOR 2 YEARS

Item No.	Item	Unit Price	Price
1.	5/8" iPERL Meter with Remote unit price Estimated to be ordered = 500 (Unit Price Written)	\$ (Price Written)	\$
2.	3/4" iPERL Meter with Remote unit price Estimated to be ordered = 20 (Unit Price Written)	\$ (Price Written)	\$
3.	3/4" Long iPERL Meter with Remote unit price Estimated to be ordered = 20 (Unit Price Written)	\$ (Price Written)	\$
4.	1" iPERL Meter with Remote unit price Estimated to be ordered = 500 (Unit Price Written)	\$ (Price Written)	\$
5.	MIU Meter Interface Unit (Smart Point) unit price Estimated to be ordered = 2,000 (Unit Price Written)	\$ (Price Written)	\$
6.	Connection hardware for 5/8" meters unit price Estimated to be ordered = 500 (Unit Price Written)	\$ (Price Written)	\$
7.	Connection hardware for 3/4" meters unit price Estimated to be ordered = 40 (Unit Price Written)	\$ (Price Written)	\$
8.	Connection hardware for 1" meters unit price Estimated to be ordered = 500 (Unit Price Written)	\$ (Price Written)	\$
Total Price Based on Estimated units purchased			\$
(Total Amount Written)			
BID PRICE (Total Price Based on Estimated Units Purchased multiplied by 2)		\$ _____	
Total this page in written words:			
<p>*The minimum number of units to be ordered is zero. All meters to be supplied with remote touch pads. Connection Hardware will be purchased separately as per items #6, 7 & 8</p>			

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS

SECTION II A - COMPOUND AND TURBINE TYPE METERS *
AUTOMATIC METER READING REGISTERS (AMR)
TO FURNISH AND DELIVER COLD WATER METERS FOR 1 YEAR

Item No.	Item	Unit Price	Price
1.	1 ½" Compound with Remote unit price Estimated to be ordered = 5 (Unit Price Written) _____ (Price Written) _____	\$	\$
2.	2" Compound with Remote unit price Estimated to be ordered = 5 (Unit Price Written) _____ (Price Written) _____	\$	\$
3.	3" Compound with Remote unit price Estimated to be ordered = 2 (Unit Price Written) _____ (Price Written) _____	\$	\$
4.	4" Compound with Remote unit price Estimated to be ordered = 1 (Unit Price Written) _____ (Price Written) _____	\$	\$
5.	6" Compound with Remote unit price Estimated to be ordered = 1 (Unit Price Written) _____ (Price Written) _____	\$	\$
6.	8" Compound with Remote unit price Estimated to be ordered = 1 (Unit Price Written) _____ (Price Written) _____	\$	\$
7.	Connection Hardware for 1 ½" and 2" meters unit price Estimated to be ordered = 10 (Unit Price Written) _____ (Price Written) _____	\$	\$
8.	Connection Hardware for 3" and 4" meters unit price Estimated to be ordered = 3 (Unit Price Written) _____ (Price Written) _____	\$	\$
9.	Connection Hardware for 6" and larger meters unit price Estimated to be ordered = 2 (Unit Price Written) _____ (Price Written) _____	\$	\$
Total Price Based on Estimated units purchased		\$	
(Total Amount Written)			
BID PRICE (Total Price Based on Estimated Units Purchased multiplied by 2)		\$	_____
Total this page in written words: _____			
<p>* The minimum number of units to be ordered is zero. All meters to be supplied with remote touch pads. Connection Hardware will be purchased separately as per items #7, 8 & 9.</p>			

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS

SECTION II B - COMPOUND AND TURBINE TYPE METERS *
AUTOMATIC METER READING REGISTERS (AMR)
TO FURNISH AND DELIVER COLD WATER METERS FOR 2 YEARS

Item No.	Item	Unit Price	Price
1.	1 ½ " Compound with Remote unit price Estimated to be ordered = 10 (Unit Price Written)	\$	\$
	(Price Written)		
2.	2" Compound with Remote unit price Estimated to be ordered = 10 (Unit Price Written)	\$	\$
	(Price Written)		
3.	3" Compound with Remote unit price Estimated to be ordered = 4 (Unit Price Written)	\$	\$
	(Price Written)		
4.	4" Compound with Remote unit price Estimated to be ordered = 2 (Unit Price Written)	\$	\$
	(Price Written)		
5.	6" Compound with Remote unit price Estimated to be ordered = 1 (Unit Price Written)	\$	\$
	(Price Written)		
6.	8" Compound with Remote unit price Estimated to be ordered = 1 (Unit Price Written)	\$	\$
	(Price Written)		
7.	Connection Hardware for 1 ½" and 2" meters unit price Estimated to be ordered = 20 (Unit Price Written)	\$	\$
	(Price Written)		
8.	Connection Hardware for 3" and 4" meters unit price Estimated to be ordered = 6 (Unit Price Written)	\$	\$
	(Price Written)		
9.	Connection Hardware for 6" and larger meters unit price Estimated to be ordered = 2 (Unit Price Written)	\$	\$
	(Price Written)		
Total Price Based on Estimated units purchased		\$	
(Total Amount Written)			
BID PRICE (Total Price Based on Estimated Units Purchased multiplied by 2)		\$	_____
Total this page in written words:			
<p>* The minimum number of units to be ordered is zero. All meters to be supplied with remote touch pads. Connection Hardware will be purchased separately as per items #7, 8 & 9.</p>			

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS

SECTION III A - FIRE SERVICE ASSEMBLIES*
AUTOMATIC METER READING REGISTERS (AMR)
TO FURNISH AND DELIVER COLD WATER METERS FOR 1 YEAR

Item No.	Item	Unit Price	Price
1.	4" Full Size Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
2.	6" Full Size Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
3.	8" Full Size Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
4.	10" Full Size Fire Service Assembly with remote Estimated to be ordered = 1 (Unit Price Written)	\$ (Price Written)	\$
5.	4" Compact Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
6.	6" Compact Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
7.	8" Compact Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
8.	10" Compact Fire Service Assembly with remote Estimated to be ordered = 1 (Unit Price Written)	\$ (Price Written)	\$
Total Price Based on Estimated units purchased		\$	
(Total Amount Written)			
BID PRICE (Total Price Based on Estimated Units Purchased multiplied by 2)		\$ _____	
Total this page in written words:			
* The minimum number of units to be ordered is zero. All assemblies to be supplied with connection hardware and remote touch pads.			

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS

SECTION III B - FIRE SERVICE ASSEMBLIES*
AUTOMATIC METER READING REGISTERS (AMR)
TO FURNISH AND DELIVER COLD WATER METERS FOR 2 YEARS

Item No.	Item	Unit Price	Price
1.	4" Full Size Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
2.	6" Full Size Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
3.	8" Full Size Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
4.	10" Full Size Fire Service Assembly with remote Estimated to be ordered = 1 (Unit Price Written)	\$ (Price Written)	\$
5.	4" Compact Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
6.	6" Compact Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
7.	8" Compact Fire Service Assembly with remote Estimated to be ordered = 2 (Unit Price Written)	\$ (Price Written)	\$
8.	10" Compact Fire Service Assembly with remote Estimated to be ordered = 1 (Unit Price Written)	\$ (Price Written)	\$
Total Price Based on Estimated units purchased			\$
(Total Amount Written)			
BID PRICE (Total Price Based on Estimated Units Purchased multiplied by 2)		\$ _____	
Total this page in written words:			
<p>* The minimum number of units to be ordered is zero. All assemblies to be supplied with connection hardware and remote touch pads.</p>			

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS
FOR 1 YEAR

Total Bid Price Section I A	\$ _____
Total Bid Price Section II A	\$ _____
Total Bid Price Section III A	\$ _____
Total Bid Amount of all Three Sections	\$ _____
Total Written Amount for All Three Sections	_____

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING
COLD WATER METERS
FOR 2 YEARS

Total Bid Price Section I B	\$ _____
Total Bid Price Section II B	\$ _____
Total Bid Price Section III B	\$ _____
Total Bid Amount of all Three Sections	\$ _____
Total Written Amount for All Three Sections	_____

IF A CORPORATION:

Name of Contractor: _____

Signature of Bidder: _____

Printed Name and Title: _____

Business Address: _____

Tax Identification No.: _____

Incorporated under the laws of the State of _____

Names of Officers:

President: _____

Secretary: _____

Treasurer: _____

Dated: _____

(Affix Corporate Seal Here)

IF A PARTNERSHIP, INDIVIDUAL, OR NON-INCORPORATED ORGANIZATION:

Name of Company: _____

Signature of Bidder: _____

Printed Name and Title: _____

Business Address: _____

Tax Identification Number: _____

Names and Addresses of Company Members:

CORPORATE RESOLUTION FORM**AFFIDAVIT OF AUTHORIZATION**

(To be filled in and executed if the Contractor is a Corporation)

County of _____) ss

State of _____)

_____, being duly sworn deposes and says that he is Secretary of

_____ a corporation organized and existing under any by virtue of

the laws of the State of _____, having its principal at _____,

_____, _____, _____, _____,
(City) (County) (State) (Zip)

Affiant further says that he is familiar with the record, minute books, and by-laws of

(Name of Corporation)Affiant further says that _____,
(Officer's Name) (Title)

Of the Corporation is duly authorized to sign the Contract for the construction of

for said corporation by virtue of

(State whether a provision of by-laws or a resolution of the Board of Directors if resolution, give date of adoption).

(Affiant)

Corporate Seal

Sworn to before me the _____, day of _____, 20__.

Notary Public_____
(County)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS**LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

CONTRACT NAME: Cold Water Meters

LTMUA NO.: 141002

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

ss:

County of _____

I, _____ of the City of _____ in the

County of _____ and the State of _____ of full age,

being duly sworn to law on my oath depose and say that I am _____

of the firm of _____, the bidder making

the bid for the above named project, and that I executed the said bid with full authority to do so and 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 bid and in this affidavit are true and correct and made with full knowledge that The Lakewood Township Municipal Utilities Authority relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for 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 for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by

(Name of Bidder) (N.J.S.A 52:3415).

By: _____

(Typed Name and Title)

Subscribed and sworn to before me

this _____ day of _____ 20__

(Notary Public of _____)

AFFIRMATIVE ACTION COMPLIANCE NOTICE**N.J.S.A. 10:5-31 and N.J.A.C. 17:27****GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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 applicable 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990**Equal Opportunity for Individuals with Disability**

The contractor and the Lakewood Township Municipal Utilities Authority, (hereafter "Authority") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, 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 Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority, or if the Authority 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 Authority 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 proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority 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 Authority pursuant to this paragraph.

It is further agreed and understood that the Authority 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 Authority from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Officer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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, 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 Division's 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 Executive Director 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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 boxes below.

COMPLETE THE INFORMATION IN THE BOX BELOW TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH A SEPARATE SHEET WITH THE INFORMATION REQUESTED IN THE BOX BELOW FOR EACH ADDITIONAL ENTREE.

Name _____ Relationship to Bidder/Officer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer 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 Lakewood Township Municipal Utilities Authority ("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 of 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 that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CONTRACT FOR
FURNISHING AND DELIVERING COLD WATER METERS
LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF LAKEWOOD, COUNTY OF OCEAN, STATE OF NEW JERSEY

THIS AGREEMENT made this _____ day of _____, 202__ by and between
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, OCEAN COUNTY, whose legal address
at 390 New Hampshire Avenue, Lakewood Township, County of Ocean, State of New Jersey, hereinafter called the
Authority, Party of the First Part, and _____, with legal address at _____, hereinafter
called the Contractor, Party of the Second Part.

WITNESSETH:

FOR AND IN CONSIDERATION OF the covenants, conditions, and agreements contained in the Contract Documents, Notice to Bidders, Proposal, Contract, General Requirements and Detailed Specifications all of which are herein incorporated as though set forth in full, the parties hereto, by the execution of this agreement agree to conform with and be bound by all of the terms, conditions, covenants, and stipulations set forth in the aforesaid Contract Documents, Notice to Bidders, Proposal, Contract, Consent of Surety, General Requirements and Detailed Specifications agreeing to provide the materials described in accordance therewith and the Authority agreeing to pay therefore as therein specified.

This agreement shall be for a term of _____ year(s), commencing on the date hereof.

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation or sex. Such action 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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 or sex., affectional or sexual orientation, 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 principal 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.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review to 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 or sex, consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17-27).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper offices and their corporation seals to be hereunto affixed, the day and year first above written.

**LAKESIDE TOWNSHIP MUNICIPAL
 UTILITIES AUTHORITY**

By: _____

Justin Flanbaum, Executive Director
 (print name and title)

ATTEST:

 Robyn Gray, Secretary, LTMUA

(SEAL)

CONTRACTOR: _____

By: _____

 (print name and title)

ATTEST:

 (print name and title)

(SEAL)

Certificate of Acknowledgement of Contractor if a Corporation:

For Contract Agreement

STATE OF NEW JERSEY)
COUNTY OF OCEAN)) SS.

BE IT REMEMBERED that on this _____ day of _____, 202__, before me, the subscriber, A Notary Public, personally appeared _____ who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the Secretary of the corporation mentioned in the within instrument; that _____ is the _____ President of said corporation, that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said _____ President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his name thereto as witness.

Secretary

Sworn to and subscribed before me
this _____ day of _____ 202_____

My Commission Expires: _____

Certificate of Acknowledgement of The Lakewood Township

Municipal Utilities Authority:

For Contract Agreement

STATE OF NEW JERSEY)
COUNTY OF OCEAN) ss.

BE IT REMEMBERED that on this _____ day of _____, in the year, 202__, before me, the subscriber, a Notary Public, personally appeared _____ who, being by me duly sworn her oath, doth depose and make proof of my satisfaction that she is the Secretary of The Lakewood Township Municipal Utilities Authority mentioned in the within instrument; that Senator Robert Singer is the Chairman of said Authority, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of said Authority, that deponent well know the seal of said Authority and the sealed affixed to said instrument is such seal and was thereto affixed, and said instrument signed and delivered by said Chairman, as and for his voluntary act and deed and as and for the voluntary act and deed of said Authority in presence of deponent, who thereupon subscribed his name thereto as witness.

Robyn Gray Secretary

Sworn to and subscribed before me this _____ day of _____
202 .

Notary Public

My Commission Expires: _____