

BARNEGAT TOWNSHIP
OCEAN COUNTY, NEW JERSEY

Notice to Bidders
Specification, Proposal and Contract

PROPRIETARY BID FOR

ITRON 100W+ WATER COMMUNICATION MODULE
#ERW-1350-001
ITRON IN-LINE CONNECTOR SECURITY SEAL

BID OPENING

DATE: March 18, 2024 at 11:00 AM

LOCATION: BARNEGAT TOWNSHIP

900 WEST BAY AVE.
BARNEGAT, NJ 08005

CONTRACTOR: _____

CONTRACTOR DATE: _____

BARNEGAT TOWNSHIP
NOTICE TO BIDDERS

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Notice to Bidders

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NOTICE OF INVITATION FOR PROPRIETARY SEALED BIDS

Sealed bids are invited for: **ITRON 100W+ WATER COMMUNICATION MODULE**

LOCATION:

Sealed bids will be opened at BARNEGAT TOWSHIP
900 WEST BAY AVE.
BARNEGAT, NJ 08005
CLERK'S OFFICE

COPIES OF THE BID SPECIFICATION CAN BE REQUESTED FROM THE CLERK'S OFFICE OR
DOWNLOADED AT: www.barnegat.net

A. GENERAL INSTRUCTIONS

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of Barnegat Township in contracting the following equipment, services and/or materials.

Purchase of Itron 100W+ Water Communication Module #ERW 1350-001 and Itron In-line Connector Security Seal

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the Bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the Bid as being non-responsive and not meeting specifications.

Plans and/or specifications may be reviewed and/or acquired at the Municipal Clerk's office during normal business hours.

Sealed Proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No Bids will be accepted beyond the time specified.** The Township takes no responsibility for the receipt of Bids through the U.S. Postal Service or other courier services.

B. PREPARATION OF BID PROPOSAL

1. Bid Submission

All Bids must be submitted on the Proposal form furnished herein and must be enclosed in a sealed opaque envelope, with the name of the Bidder and the name of the project plainly and clearly marked on the outside as follows:

To: Barnegat Township
Municipal Clerk
900 West Bay Ave.
Barnegat, NJ 08005

Proposal For:

Purchase of Itron 100W+ Water Communication Module #ERW 1350-001 and Itron In-line Connector Security Seal

Submitted By: _____
(Name of Bidder)

2. Bid Opening

At the time fixed, Bids will be opened and read publicly. All Bidders or their authorized representatives are invited to be present.

Date: _____ Hour: _____

3. Bid Completion

The Bidder shall fill in all blank spaces in the Bid form using ink or typewriter and sign in ink. Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Proposal, or irregularities of any kind, may be cause for rejection by the Township. Bidders may Bid on any or all items or categories in this Bid, unless other stipulations are made in the specifications.

4. Conditional Bids

Conditional Bids will not be accepted.

5. Time to Award Contract

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of Bids will be made within this period.

6. Withdrawal of Bids

Any Bid may be withdrawn or written request received from a Bidder prior to the time fixed for the Bid opening. No right to withdraw a Bid shall exist after the time specified for opening of Bids has arrived, or for sixty (60) days thereafter. The written request shall be signed by the Bidder.

7. Comparison of Bid Prices

Prices must be submitted in words and in figures. In case of variance, the price in words shall prevail. The Township reserves the right to make all corrections based upon the foregoing, and comparison of all Bids will be based upon the correct total and the presumption that the price in words is the true intent of the Bidder.

8. Tax Exemption

Prices quoted in all Bids shall exclude delivery (FOB destination) and be exclusive of all Federal, State or local taxes, from which the Township is exempt.

9. Term of Contract

Two years with option to extend for another year at the Township's discretion.

10. Right to Reject Bids

The Township reserves the right to reject any and all Bids, to award in whole or in part, to waive immaterial defect or informality in any Bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Township to do so.

11. Material and Equipment Substitutions

The service(s), material(s) and/or equipment installed and/or supplied, under this Contract shall meet the requirements of the Contract Documents, and no service(s), material(s) and/or equipment shall be ordered until reviewed by the Administrator or designated

representative. All service (s), material(s) and/or equipment not otherwise specifically indicated shall be furnished by the Contractor.

The Contractor shall guarantee all service(s), material(s) and/or equipment he provides, in accordance with the guarantee provisions of the Contract, and the manufacturer's latest written specifications.

In order to establish standards of quality, the Administrator or designated representative has, in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

The Contractor shall document his submittal which shall include but is not limited to submitting on his letterhead, a full and detailed written comparison listing in detail each and every variation, referring to the paragraph and specifications to which the variation will apply, and shall also supply a sample and description of the item. The Contractor is made aware a general exception cannot be taken for every paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the Bid.

In all cases, the Administrator or designated representative shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving the same, at this own cost and expense, to the satisfaction of the Administrator or designated representative. In making such determination, the Administrator or designated representative may establish such criteria, as he may deem proper, that the proposed product shall meet in order for it to be approved, and he may require that the Contractor submit a complete description of the proposed product together with manufacturer's literature, specifications, drawings, cuts, performance and test data and other information pertinent to consideration of the proposed product. The Administrator or designated representative will not consider a product proposed by a Contractor if the latter, in the judgment of the Administrator or designated representative, has failed to act diligently in requesting approval of such proposed product.

The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Administrator or designated representative, in considering a product proposed by the Contractor, or by reason of the failure of the Administrator or designated representative, to approve a product by the Contractor.

Where the Administrator or designated representative approves a product proposed by a Contractor as being "equal" to a product specified in the Contract Documents and such proposed product requires a revision or redesign of any part of the work covered by this Contract, all such revision and redesign and all new drawings and details required therefore shall be subject to the approval of the Administrator or designated representative and shall be provided by the Contractor at his own cost and expense, and changes caused thereby in the work shall be done at the expense of the Contractor making the change.

Where the Administrator or designated representative approves a product proposed by a Contractor as being "equal" to a product specified in the Contract Documents and such proposed product requires a different quantity and/or arrangement of any other part of the work from that specified, detailed, or indicated in the Contract Documents, the Contractor shall provide the same at his own cost and expense.

If substitutions are approved by the Administrator or designated representative prior to the receipt of Bids, they shall be in the form of an Addendum to the Specifications. All Bids

shall be based on furnishing products of the kinds specified or noted on the drawings, or approved by Addendum, so that all Bidders shall Bid under the same conditions.

In all cases, the burden of proving that proposed substitutes are equal to items specified or required by the drawings shall rest with the Contractor. Acceptance or rejection of substitutes by the Administrator or designated representative shall be final and binding. Failure to accept or reject on the part of the Administrator or designated representative, shall be deemed to be a rejection thereof.

12. Right to Change Quantities/Required Inventory

Barnegat Township reserves the right to increase or decrease the specified quantities; ie: purchase water meters on an as needed basis, or to substitute locations other than those designated or to omit part of the project for legal reasons. Contractor who is awarded the bid is required to keep 35 x 5/8" and 12 x 1" meters in stock on reserve for Barnegat Township at all times.

If any part is so withdrawn by Barnegat Township, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the work contemplated, or for work done prior to his having been authorized to proceed therewith.

13. U.S. Manufactured Products

In accordance with N.J.S.A. 40A:11-18, only projects manufactured or farmed in the United States, wherever available, shall be used in connection with this Contract.

14. Return of Proposal Guarantee

The Proposal guarantee of all Bidders except the three (3) apparent lowest responsible Bidders will be returned within ten (10) days after the opening of Bids, Sundays and Holidays accepted. The Proposal guarantee of the remaining unsuccessful Bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

15. Use of Proposal Guarantee as Liquidated Damages

All deposits made with Bids hereon shall be returned to the person making the same as soon as the three lowest responsible Bidders are selected (except those deposits made by the lowest responsible Bidders) but, in any event, within thirty days after receipt of Bids. If the Bidder to whom the award is made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within ten (10) days, the award shall be vacated and the deposit forfeited as liquidated damages.

16. Required Signatures

The firm, corporate or individual name of the Bidder must be signed in the space provided for signatures on the Proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the Bid must be accompanied by original evidence of the authority of the Bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

17. Technical Questions

Any technical questions should be addressed to: Roger B. Budd Jr.
900 West Bay Ave.
Barnegat, NJ 08005
609-698-6185

C. BID REVIEW CRITERIA

1. Qualifications of Bidder

The Township reserves the right to make such investigations as it deems necessary to determine the ability of a Bidder to perform the work, and the Bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any and all Bids if the evidence submitted by or investigation of such Bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

D. BIDDER'S CHECKLIST - FORMS TO BE SUBMITTED WITH BID

This form is part of the Bid Package and must be duly initialed and submitted with the proposed Bid.

E. BID FORMS

1. Consent of Surety Form - WAIVED
2. Proposal Guarantee - (Bid Bond - Security) - WAIVED
3. Individual, Partnership, Corporate Acknowledgement Form
4. Corporate Partnership Statement Form

In accordance with P.L. 2977, Chapter 33, all Bidders shall submit with the Bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10 % or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10 % or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached form to comply with this requirement.

No other form is acceptable to the Township.

5. Non-Collusion Affidavit Form

Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto.

No other form is acceptable to the Township.

6. Statement of Responsibility

Barnegat Township shall make such investigations as it deems necessary to determine the ability and competency of the Bidder to perform the work. The Bidder shall furnish evidence satisfactory to Barnegat Township that they have the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract and specifications by completing the enclosed Statement of Responsibility or Plant and Equipment Questionnaire. ***No other form is acceptable to the Township.***

7. Certificate of Bidder Showing Ability to Perform Contract

8. Addendum Receipt (if applicable)

9. Proposal Form

Bids submitted on a form other than the Price Summary Proposal Form provided herein shall be rejected. Bid Bond, Consent of Surety and Performance Bond shall be submitted on the forms provided in these specifications. Substitution of surety company forms will not be permitted.

10. Proposal Price Summary

11. Bidders Checklist

F. REQUIRED FORMS TO BE SUBMITTED BY SUCCESSFUL BIDDER

The following documents, if checked, will be required from the *successful Bidder only*, and may be submitted after notification of award:

Affirmative Action Documents

Certificate of Insurance

Contract (will be sent to successful Bidder upon notification of award) to be signed and returned to Township for Mayoral signature.

Surety Acknowledgement Form

G. REQUIRED INSURANCE

The Contractor shall maintain the following insurance coverage in companies acceptable to Barnegat Township, which will protect him from claims for damages which may arise from operations under this Contract whether such operations are by him or by any subcontractor or anyone directly or indirectly employed by either of them:

- 1. Workers Compensation:** statutory limit; an Employer's Liability Insurance limit of not less than \$1,000,000.00. The policy to include a provision that the insurer agrees to waive all rights of subrogation against Barnegat Township, its employees or agents;

- 2. Comprehensive automobile liability** coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within

Contract: The liability limits shall not be less than the following:

- A. Bodily Injury - \$1,000,000.00 per Person;
- B. Property Damage - \$2,000,000.00 Each Occurrence; or
- C. A Combined Single Limit of \$1,000,000.00.

- 3. Comprehensive General Liability** (Occurrence Form) Coverage for protection against all claims arising from injuries to any or all persons (including death resulting (there from) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The following coverage is to be included:

- A. Products/Completed Operation
- B. Contractual Liability for obligations of this Contract
- C. Explosion, Collapse and Underground Hazards
- D. Personal Injury Liability

The limits of liability shall not be less than \$2,000,000.00 each occurrence and aggregate where applicable.

All of the aforementioned policies with the exception of Workers Compensation shall name the Township as an additional insured and copies of such policies or certificates of insurance shall be delivered to the Township as a pre-condition to commencement of the furnishing of work, labor or services hereunder.

The certificate of insurance shall stipulate the following:

Should any of the above described policies be canceled or should the same be subject to a reduction in limits or modification of any of their terms, covenants or conditions, before the expiration date thereof, the issuing company will mail thirty(30) days written notice to the certificate holder named to the left.

The Township, as an additional designated insured, shall be entitled to recovery under said policies for any loss occasioned to it, its agents, and employees. It is expressly understood and agreed that if for any reason it shall be impossible to obtain liability in an amount and in the form provided by companies acceptable to Barnegat Township, the latter may, if it so elects at any time thereafter, terminate this Contract by giving to the Contractor three (3) days' notice in writing of its intention to do so and upon the giving of such notice this Contract shall terminate.

H. PERFORMANCE OF CONTRACT

1. Compliance with Affirmative Action Requirements

During the performance of the Contract, the Contractor agrees according to Public Laws 1975, Chapter 127, 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. 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. 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 non-discrimination 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 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 afford equal employment opportunities to minority and female 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.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and 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 laws 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, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its Contractors 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code (NJAC 17:27).

Successful Bidders are required to provide one of the following either with the Bid or within three (3) days after receipt of Notice of Award.

- A. An existing federally approved or sanctioned affirmative action program.
- B. A State of New Jersey Certificate of Employee Information Report Approval.
- C. A completed Employee Information Report (form AA-302) both to the Township and to the State Affirmative Action Office, Trenton. This form is available at the A.A.O., P.O. Box 1829, Trenton, NJ 08625 (or from Barnegat Township, Township Clerk's Office).

If either A, B or C is not submitted within the required time the Bid must be rejected as non-responsive.

2. Requirements Under Right to Know Act

As required by the Workers' Right-to-Know Act, material safety data sheets must be submitted with signed Contract Documents, where applicable, concerning hazardous substances.

3. Prevailing Wage and labor Laws

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be in compliance by the successful Bidder.

4. Additional Payment

The successful Bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

5. Delivery of Materials

The successful Bidder shall deliver proposed materials on an as needed basis to any location designated by the Township at the time of purchase. The materials shall be available pursuant to the delivery time stated on the Bid.

6. Testing/Final Inspection

All materials, equipment, supplies and/or services delivered to or performed for the Township shall be subject to final inspection and/or testing by the Township or by other testing laboratories as the Township may designate. If the result of one or more of such tests indicates that any part of the materials, equipment, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, equipment, supplies or services to be provided under this Contract.

7. Defective Materials

The materials, equipment, and/or supplies furnished shall be free of defect of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired without cost to the Township by the successful Bidder with the new equipment guaranteed for the period stated on the Bid proposal form.

8. Cancellation of Contract

If the work to be done under this Contract shall be abandoned by the Contractor or if at any time the Township Administrator shall certify in writing to the Township Council that the performance of the Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or not in accordance with the terms hereof, the Township may annul the Contract or any part thereof by a written notice served upon the Contractor, and the Township may thereupon have the power to Contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Contractor.

The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the Contractor under and by virtue of the Contract. In case such expense shall exceed the amount which would have been completed by the Contractor, he or his surety shall pay the amount of such excess to the Township.

9. Assignment of Contract

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any part thereof to anyone without the prior written consent of the Township.

I. BUSINESS REGISTRATION

State law provides that prior to entry into a contract with a governmental agency, a contractor shall provide to the governmental copies of the Business Registration Certificate issued by the New Jersey Department of Treasury for the contractor and all subcontractors. Barnegat Township requests this document as part of the Bid package. Contractors are responsible for notifying subcontractors. Information on how a business can obtain a certificate or to register on line can be located on the internet at www.nj.gov/treasury/revenue/taxreg.htm or by phone (609) 292-1730, Department of the Treasury, Division of Revenue.

J. FORMS-

Please see pages 12 through 28.

BIDDER'S CHECKLIST
FORMS TO BE SUBMITTED WITH BID

The following documents if checked must be submitted with the Bid. Failure to properly complete these documents and forward same with Bid may be grounds for rejection. Initial each item submitted with Bid.

	Bidder <u>Req'd</u>	<u>Initials</u>	<u>Date</u>
Consent of Surety Form	<u>Waived</u>	_____	_____
Surety Acknowledgement Form	<u>Waived</u>	_____	_____
Proposal Guarantee (Bid Security)	<u>Waived</u>	_____	_____
Individual, Partnership, Corp. Acknowledgement Form	<u>X</u>	_____	_____
Stockholder Statement of Ownership	<u>X</u>	_____	_____
Non-Collusion Affidavit Form	<u>X</u>	_____	_____
Statement of Responsibility	<u>X</u>	_____	_____
Certificate of Bidder Showing Ability to Perform Contract	<u>X</u>	_____	_____
Iran Investment Disclosure Form	<u>X</u>	_____	_____
"Chapter 25" – Prohibited Activities in Iran P.L. 2012, c.25	<u>X</u>	_____	_____
Addendum Receipt (If applicable)	<u>X</u>	_____	_____
Proposal Form	<u>X</u>	_____	_____
Proposal Price Summary	<u>X</u>	_____	_____
Bidders Checklist	<u>X</u>	_____	_____
Business Registration Certificate	<u>X</u>	_____	_____
Technical Specifications (w/compliance indicated)	<u>X</u>	_____	_____
Affirmative Action/Equal Opportunity Form	<u>X</u>	_____	_____

**This form is part of the Bid Package and must be duly initialed and submitted
with the proposed Bid.**

INDIVIDUAL ACKNOWLEDGEMENT FORM

STATE OF NEWJERSEY }
COUNTY OF OCEAN } ss:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me the subscriber, a Notary Public in the State of New Jersey, _____ personally appeared, _____ (Name) who I am satisfied is the individual mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

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

Signature _____

_____ L.S.

Notary Public in the State of New Jersey

Name: _____

My commission expires on _____, 20____

(Seal)

PARTNERSHIP ACKNOWLEDGEMENT FORM

STATE OF NEWJERSEY}

} ss:

COUNTY OF OCEAN }

BE IT REMEMBERED, that on this ____ day of _____, 20____ before me the subscriber

a Notary Public in the State of New Jersey, _____, personally appeared

(Name)

who I am satisfied is one of the partners of _____
the co-partnership named as the firm party of the second part in the within Instrument, to whom I
first made known in the contents thereof, and thereupon he acknowledged that he signed, sealed,
and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Sworn and subscribed to before me this

____ day of _____, 20 ____

Signature: _____

L.S.

Notary Public in the State of New Jersey

Name: _____

My commission expires on _____, 20____

(Seal)

CORPORATE ACKNOWLEDGEMENT FORM

STATE OF NEWJERSEY }
COUNTY OF OCEAN } ss:

BE IT REMEMBERED, that on this ____ day of _____, 20 ____ before me the subscriber

a Notary Public in the State of New Jersey, _____, personally
(Name of Secretary or Treasurer)

appeared who being by me duly sworn, on oath, Says that he is the Secretary/Treasurer of

_____, the Grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by _____ who was, at the date thereof president/vice president of said corporation, in the presence of this deponent, and said president/vice president at the same time acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed name to said instrument as an attesting witness to the execution thereof.

(Signature of Secretary or Treasurer)

Sworn and subscribed to before me this

_____ day of _____ 20____

Signature: _____

_____. L.S.
Notary Public of the State of New Jersey

Name: _____

My commission expires on _____, 20____

(Seal)

STOCKHOLDER STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District Contract for purposes 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 which sets forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or all of its individual partners in the partnership who own a ten (10) percent or greater interest therein.

Date _____ 20__

Legal Name of Bidder: _____

Incorporated: _____

Business Address: _____

Street: _____

City: _____ State & Zip Code: _____

Telephone: _____

Listed below are the names and addresses of the 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.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

[] We have no one person who owns ten (10) percent or more of the corporation or

partnership. Signed: _____ Title: _____

(If extra space is required, add sheets as necessary.)

NOTE: THIS CORPORATION OR PARTNERSHIP STATEMENT IS MADE A PART OF THE CONTRACT AND MUST BE RETURNED WITH BID.

NON-COLLUSION AFFIDAVIT

STATE OF NEWJERSEY }
COUNTY OF OCEAN } ss:

I, _____ of the Township of _____ County of _____ and
the State of _____ being of full age, and duly sworn according to law on my oath depose
and say that:

I am _____ of the firm of _____ the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with **full** knowledge that Barnegat Township 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 for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ in accordance with N.J.S.A. 52:34-15.

Sworn and subscribed to before me this

day of _____, 20____

Signature: _____

L.S.

Notary Public in the State of New Jersey

Name: _____

My commission expires on _____, 20_____

(Seal)

STATEMENT OF RESPONSIBILITY

1. Previous work of similar nature completed within the past five years.

A. Owner: _____ Phone: _____

Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work Required: _____

Approx. Date of Contract Award: _____ Approx. Date of Completion: _____

Name/Address/Telephone of Owner's Engineer or Superintendent

B. Owner: _____ Phone: _____

Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work Required: _____

Approx. Date of Contract Award: _____ Approx. Date of Completion: _____

Name/Address/Telephone of Owner's Engineer or Superintendent

C. Owner: _____ Phone: _____

Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work Required: _____

Approx. Date of Contract Award: _____ Approx. Date of Completion: _____

Name/Address/Telephone of Owner's Engineer or Superintendent

2. Total approximate volume of work of similar nature completed within the past five years.

3. List of equipment required for this job which you now own. N/A

4. General Business Reference. (List 2 or 3)

Name	Address	Phone No.
------	---------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Bank Reference

Name	Address	Phone No.
------	---------	-----------

_____	_____	_____
_____	_____	_____

6. Number of permanently employed persons in your organization. _____

7. Do you intend to sublet any portion of the work? _____

If so, state type of work to be sublet and the name, address, telephone number of each subcontractor.

Name	Address	Phone No.	Type of Work
------	---------	-----------	--------------

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

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with Barnegat Township to make available to the maker the plans, contract documents for Bidding purposes; and no rights, causes, claims at law or in equity shall arise on behalf of the maker against Barnegat Township for any use made thereof by Barnegat Township including the refusal to the maker of the right to Bid said work.

Signature & Business Address of Bidder

Dated _____, 20

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT PURSUANT TO
NJSA 40A: 11 -20

The undersigned Bidder hereby certifies to Barnegat Township that he/she owns leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which Bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have attached hereto a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed: _____

Date: _____

**TOWNSHIP OF BARNEGAT
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES MAY 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 State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pd0Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's bid proposal non-responsive. If the Township of Barnegat determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Township of Barnegat may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

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 I 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 nonresponsive 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offendor _____

Description of Activities _____

_____ Duration
of Engagement _____ Anticipated Cessation Date _____

Bidder/Offendor Contact Name _____ Contact Phone Number _____

TOWNSHIP BARNEGAT

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

<u>Certification:</u>

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 Township of Barnegat 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 Township of Barnegat to notify the Township of Barnegat 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 Township of Barnegat and that the Township of Barnegat at its option may declare any contract(s) resulting from this certification void and unenforceable.

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.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: _____ Bidder: _____

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 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 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.

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.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE. (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER. (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
			MALE					FEMALE					
	Total (Cols. 7 & 8)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
Total													
Total employment from previous Report (if any)													
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: TO:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE, AREA CODE, NO.

I certify that the information on this form is true and correct.

**AGENCIES IN OCEAN COUNTY NEW JERSEY WITH ELECTED OFFICIALS
REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE
N.J.S.A. 19:44A-20.26**

COUNTY NAME: OCEAN COUNTY

STATE: Governor and Legislative Leadership Committee

Legislative District #s: 9, 10 & 30

State Senator and two members of the General Assembly per district

County: Freeholders County Clerk Sheriff Surrogate

Municipalities (Mayor and members of the governing body, regardless of title):

Barnegat Light Borough	Jackson Township	Pine Beach Borough
Barnegat Township	Lacey Township	Plumsted Township
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Township	Point Pleasant Borough
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Island Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township	Lakehurst Borough	Plumsted Township
Bay Head Borough	Lakewood Township	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Point Pleasant Borough
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Township	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Mantoloking Borough	Stafford Township
Island Heights Borough	Ocean Gate Borough	Toms River Regional
Jackson Township	Ocean Township	Tuckerton Borough
Lacey Township	Pinelands Regional	

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1	Jackson Township Fire District No. 3
Brick Township Fire District No. 2	Jackson Township Fire District No. 4
Brick Township Fire District No. 3	Lakewood Township Fire District No. 1
Dover Township Fire District No. 1	Little Egg Harbor Township Fire District No. 1
Dover Township Fire District No. 2	Little Egg Harbor Township Fire District No. 2
Jackson Township Fire District No. 1	Little Egg Harbor Township Fire District No. 3

Barnegat Township
900 West Bay Ave.
Barnegat, NJ 08005

**CONTRACT FOR: Purchase Itron 100W+ Water Communication Module
#ERW-1350-001and Itron In-line Connector Security Seal**

This Contract made this _____ day of _____, 20 _____ and between:

Barnegat Township
900 West Bay Ave.
Barnegat, NJ 08005

and the CONTRACTOR:

The Township and Contractor hereby agree as follows:

1. Scope of Work

The Contractor/Supplier agrees to furnish the services/materials/equipment/supplies specified in the Contract Documents in accordance with the terms of Contractor's Bid proposal dated _____ and the Township's notice of award of same dated _____

2. Time of Completion; Liquidated Damages

The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall to the several parts thereof at such time and in such order as the Director or his designee may direct. The Contractor shall complete the whole of said work in accordance with the aforesaid Contract Documents, Plans, and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting without prior approval of the Director.

In the event of default of completion within the time so fixed, the Contractor shall pay to Barnegat Township liquidated damages as set forth in the Bid document. Delay in performance under this Contract shall cause damage to the Township in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Township's right to pursue any and all available remedies in law and in equity against the Contractor.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the Bid Proposal, the amount of the Contract, subject to the Township's requirements, is as set forth on the attached copy of the Bid Proposal Price Summary Page.

4. Hold Harmless Agreement

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the Township and its officers, against and from all suits and costs of every description , including but not limited to costs of legal and any claims under the prevailing Wage Rate laws, and from all damages which may be brought against the Township or any of its officers, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective materials used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

5. Payment to Contractor

In consideration of the Contractor's agreements set forth herein, the Township hereby agrees to pay the Contractor for the materials, when supplied in accordance with the specifications at the unit prices or lump sum prices Bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract documents as defined in the General Conditions and Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the General Conditions and Instructions to Bidders as well as any other affirmative action requirements set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above:

Barnegat Township

ATTEST:

Donna Manno, Municipal Clerk
(Seal)

By: _____
Martin Lisella, Township Administrator

Secretary/Treasurer
(Corp. Seal)

By: _____
Contractor

**PROPOSAL PRICE SUMMARY
BARNEGAT TOWNSHIP**

Contract for **Purchase of Itron 100W+ Water Communication Module
#ERW-1350-001 and Itron In-line Connector Security Seal**

We, the undersigned company, agree to furnish to Barnegat Township, County of Ocean, New Jersey, the following equipment, item(s) or service(s), in accordance with the attached technical specifications, at the price(s) given below:

BASE BID

A) \$ _____

In words: _____

B) \$ _____

In words: _____

TOTAL BASE BID (Sum of A & B) \$ _____

In words: _____

In addition the undersigned has read the attached technical specifications, for the purchase of the following equipment, which are attached and made a part hereof, with compliance to individual items noted, and agrees to furnish such equipment, item(s) or service(s) at the price(s), as shown below, in the manner as indicated in the technical specifications. It is understood that the award of the Bid will be based upon the lowest price Bid, after analysis for compliance of the Bids submitted.

We, the undersigned hereby declare(s) (I), (we) have carefully examined the advertisement and technical specifications for the following equipment, and that (I) (we) will Contract to furnish and deliver said equipment, material(s) or service(s) as specified and delineated at the price stated in the schedule of prices following, said price being firm for the contract, as set forth in the specifications.

Signed: _____ Title: _____ Date: _____

Company _____

Address _____

City, State, Zip _____

Telephone: _____ Fax#: _____ E-Mail: _____

ADDENDUM RECEIPT

(IF APPLICABLE)

RECEIPT OF THE FOLLOWING ADDENDUM TO THE SPECIFICATIONS FOR:

**Purchase of Itron 100W+ Water Communication Module
#ERW-1350-001 and Itron In-line Connector Security Seal**

Addendum # _____ Date _____

Is Acknowledged by: _____
(Signature) (Print or Type Name)

(Title)

Dated: _____ Telephone # _____ Fax #: _____

Business Address: _____

BARNEGAT TOWNSHIP TECHNICAL SPECIFICATIONS

**ITRON 100W+ WATER COMMUNICATION MODULE
#ERW-1350-001**

ITRON INLINE CONNECTOR SECURITY SEAL (120/UNIT)

TECHNICAL SPECIFICATIONS

Proprietary purchase of Itron meter reading equipment needed to continue furnishing approximately 8800+ Barnegat Township homes with the same ERT models that are currently in service.

1A. Itron 100W+ ERT'S, Part # ERW-1350-001 factory programmed for Twp. of Barnegat, NJ.

1B. Itron Inline Connector Security Seal (120 per unit)

SCHEDULE OF PRICES

Itron 100W+ ERT's part # ERW-1350-001 factory programmed for Twp. of Barnegat, NJ.

QTY = 2000 UNITS @ \$ PER UNIT = \$

Inline Connector Security Seals for Itron 100W+ ERT's (120 per unit)

QTY = 18 UNITS @ \$ PER UNIT = \$

100W+ COMMUNICATION MODULE

100W+ COMMUNICATION MODULE SPECIFICATIONS

The 100W+ is identified by its part number (ERW-1350-001)

- Power Source: Two “A” cell lithium batteries warranted for 20 years.

Operating temperature: -

- -40°C to +70°C for remote applications.
- -20°C to +60°C for pit applications.
- Storage temperature: -40°C to + 75°C for maximum of 1,000 hours.
- Humidity limits: 0 to 100% (Meets IP68 standards.).
- Maximum register cable dimension: 300 feet with Itron-approved cable and splice connectors.
- Meter compatibility: See Water Module Meter Compatibility Guide (PUB-0063-002).

Transmission Parameters

- Data message: Multiple RF channel transmissions of meter register value, cut cable and or communication error tamper(s), reverse flow (encoder version only) and system leak status messages, as well as low battery indicator is transmitted every ten seconds in mobile mode. All this information and last 7 time synchronized consumption intervals is transmitted every six minutes along with a contingency SCM+ (Standard Consumption Message) every 60 seconds in fixed network mode.

Transmitter frequencies:

- 908 - 924MHz (Standard Power) in mobile mode.
- 923 – 926.8MHz (High Power) in fixed network mode.
- Operates in bubble-up mode and does not require a license from the Federal Communications Commission (FCC) or Industry Canada (IC).
- FCC Part 15.247.
- Industry Canada RSS-210.

Approved Network Reading Systems

- Network system: Itron Fixed Network 100 Collectors and Repeaters (CCU 100 and Repeater 100) which offer full two-way communication capability.
- ChoiceConnect Fixed Network software v4.1 or higher.
- If using enhanced security, Itron Security Manager (ISM) v1.0 or higher, is also required.

Approved Mobile Reading Systems for SCM+ alone

Mobile data collection hardware when used with software listed below:

- Any MC3 radio with Mobile Collection Software 3.4 or higher.
- Any MC Lite radio.
- Any FC200 handheld computer with SRead radio.

- Any FC300 handheld computer with SRead radio.
Mobile data collection software:

- Multi-Vendor Reading System (MV-RS) v8.3 or higher.
- Field Collection System (FCS) v2.4 or higher.

- **Approved Mobile Reading Systems for Data Logging Reads**

- Mobile data collection hardware when used with software listed below:
- Datalogging capable MC3 radios with Mobile Collection Software 3.4 or higher.
- Datalogging capable MC Lite radios.
- FC200 handheld computers with Datalogging capable SRead radio.
- Any FC300 handheld computer with SRead radio.

Mobile data collection software:

- Multi-Vendor Reading System (MV-RS) v8.4 or higher
- Field Collection System (FCS) v2.5 or higher

Approved Mobile Reading Systems for Enhanced Security Reads

Mobile data collection hardware when used with software listed below:

- Datalogging capable MC3 radios with Mobile Collection Software 3.5 or higher.
- Datalogging capable MC Lite radios.
- FC200 handheld computers with Datalogging capable SRead radio.
- Any FC300 handheld computer with SRead radio.

Mobile data collection software:

- Field Collection System (FCS) v2.5 or higher.
- Itron Security Manager (ISM) v1.0 or higher.

Approved Programming Systems

- FC200SR handheld computers.
- FC300SR handheld computers
- 900 MHz Belt Clip Radio coupled with a laptop computer running FDM v3.3 or higher.
- Field Deployment Manager (FDM) v3.3 or higher.
- If using enhanced security, Itron Security Manager (ISM) v1.0 or higher, is also required the 100W+ encoder version does not require any programming—it automatically detects the register type within one hour of being connected. Note: Neptune E-Coder registers require programming.