



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

June 28, 2018

To: Commissioners Schad and Carney
From: Karen A. Prendergast, Comptroller *KAP*
Subject: Neptune Technologies Contract

Attached is a request from Neptune Technology Group, Inc. (Neptune) to extend our existing procurement agreement which expires on July 31, 2018 for one year to July 31, 2019.

In June of 2015, a request for sealed bids or proposals was published in Dodge reports and Business First to furnish water meters and registers from August 1, 2015 through July 31, 2018. Neptune was the only bidder. On September 10, 2015, the Authority entered into a procurement agreement with Neptune Technology Group, Inc. at an estimated cost of \$6,012,760.

The agreement includes two optional, mutually agreed upon extensions of one-year at the same pricing, terms and conditions as the original agreement. A copy of the original agreement and Neptune's bid are included for your review. Neptune has been a responsive supply partner — promptly replacing warranted meters and reimbursing the Authority for our cost to replace the failed meters.

Over the past twenty years, Neptune has been either the low bidder or the only bidder who has met our specifications. During that time, various employees in our Engineering Department have indicated changing our specifications would not be cost effective due to our extensive investment in Neptune meters and reading equipment. Potential changes to promote increased competition should be considered again when the contract is rebid.

The meter shop budget for 2018 assumes approximately 7,150 meters and 3,260 registers will be installed or replaced under our meter change program at an equipment cost of \$1,632,600. Based on similar assumptions for the 2019 budget, I am recommending the Authority extend the procurement agreement with Neptune for a one-year period at an estimated cost of \$1,700,000.

If you wish to consider an extension, a resolution, along with the contract extension form would be included in the June 28, 2018 meeting.



June 15, 2018

Karen Prendergast
Erie County Water Authority
295 Main Street Room 350
Buffalo, NY 14203

Re: Contract 1403-15

Neptune Technology Group Inc. requests a renewal of contract 1403-15 with Erie County Water Authority. As the current contract is due to expire on 7/31/18, the term of the new contract extension would be from 8/1/18 to 7/31/19. All pricing, terms and conditions would remain the same.

Thank you for your continued interest in Neptune products. If you have any questions, please contact your local sales representative, Dave Johnson, at 585-315-3287, or our Bid Department at 334-283-6555.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence M. Russo".

Lawrence M. Russo
VP, Finance

LMR/jsk

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

SECTION 00500P

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated as of the 10th day of September in the year 2015, by and between the ERIE COUNTY WATER AUTHORITY (hereinafter called OWNER) and NEPTUNE TECHNOLOGY GROUP, INC. (hereinafter called CONTRACTOR).

WITNESSETH: OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - GOODS and POINT OF DELIVERY

1.01 GOODS

CONTRACTOR shall, at its own cost and expense, furnish the Goods and other Services as shown and specified in the Procurement Documents. The Goods to be furnished are generally described as follows:

**FURNISHING AND DELIVERING WATER METERS
FROM AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025**

1.02 POINT OF DELIVERY

A. Scheduling:

1. Scheduling of delivery of water meters will be determined by the Erie County Water Authority.

B. Destination:

1. Delivery shall be by motor freight to the Erie County Water Authority Service Center, 3030 Union Road, Cheektowaga, New York 14227; Monday through Friday, 9:00 a.m. to 3:00 p.m., excluding holidays.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by the OWNER, who is hereinafter called ENGINEER. The OWNER will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER by OWNER in connection with furnishing the Goods in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, Final Completion and readiness for final payment as stated in the Procurement Documents are of the essence.

3.02 Contract Time

- A. The duration of the Contract is from August 1, 2015 to July 31, 2018. If the Erie County Water Authority and CONTRACTOR mutually agree to continue this Contract after the 31st day of July, 2018 and 31st day of July, 2019, it shall be extended for the term of one (1) year on the same terms and conditions provided herein. CONTRACTOR shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this Contract.
- B. The OWNER will notify CONTRACTOR periodically throughout the duration of the Contract when Goods are to be delivered and in what quantities. The Goods are to be delivered to the Point of Delivery and ready for OWNER's acceptance of delivery within the time period identified in the Procurement Bid Form. No Goods are to be delivered unless ordered by OWNER.
- C. All Shop Drawings required by the Procurement Documents shall be submitted to ENGINEER for review and approval within seven (7) days after the request of ENGINEER.

ARTICLE 4 - LIQUIDATED AND SPECIAL DAMAGES (NOT USED)

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR, in current funds, for furnishing Goods and for performing other Services in accordance with the Procurement Documents the prices stated in CONTRACTOR'S Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in paragraph 11.03 of the Procurement General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the

Procurement General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the Procurement General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. **CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the Procurement General Conditions. Applications for Payment will be processed as provided in the Procurement General Conditions.**

6.02 Progress and Final Payments

- A. **OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER. CONTRACTOR'S Applications for Payment will be due on the last day of the month. All progress payments will be on the basis of the amount of the Goods furnished as provided for in paragraph 2.07.A of the Procurement General Conditions.**

ARTICLE 7 - INTEREST

- 7.01 **All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.**

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 **As part of the inducement for OWNER to enter into this Agreement CONTRACTOR makes the following representations:**
 - A. **CONTRACTOR has examined and carefully studied the Procurement Documents and the other related data identified in the Procurement Bidding Documents.**
 - B. **CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for furnishing the Goods.**
 - C. **CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.**
 - D. **CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplemen-**

tary Conditions as provided in paragraph 4.02 of the Procurement General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.06 of the Procurement General Conditions.

- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance for furnishing the Goods or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Procurement Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for furnishing the Goods at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Procurement Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to furnishing the Goods as indicated in the Procurement Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Procurement Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Procurement Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods.

ARTICLE 9 - PROCUREMENT DOCUMENTS

9.01 The Procurement Documents consist of the following:

- A. This Procurement Agreement (8 pages).
- B. Performance Bond (2 pages).

- C. Procurement General Conditions (44 pages).
- D. Procurement Supplementary Conditions (10 pages).
- E. Specifications, as listed in the table of contents of the Procurement Manual.
- F. Appendix A - Women and Minority Business Enterprise Policy.
- G. Addenda consisting of Numbers to , inclusive.
- H. Exhibits to the Agreement enumerated as follows:
 - 1. Exhibit 1, Procurement Bid Form (27 pages).
- I. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1. Notice to Proceed
 - 2. Written Amendments
 - 3. Work Change Directives
 - 4. Change Order(s)

9.02 The documents listed in paragraph 9.01 above are attached to this Procurement Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Procurement Documents other than those listed in this Article 9.

9.03 The Procurement Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the Procurement General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Procurement Agreement will have the meanings indicated in the Procurement General Conditions.

10.02 Assignment of Contract

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

discharge the assignor from any duty or responsibility under the Procurement Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Documents.

10.04 Severability

- A. Any provision or part of the Procurement Document, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Procurement Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Waiver

- A. The waiver by the OWNER of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the OWNER which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR of any term, covenant, condition of this Procurement Agreement or of any applicable Law or Regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Procurement Agreement on the day and year first written above.

This Procurement Agreement will be effective on September 14, 2015.

OWNER: Erie County Water Authority

CONTRACTOR: Neptune Technology Group Inc

By: Earl Zimm

By: Lawrence M. Russo

Title: Chairman

Title: VP, Finance

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest Patricia Falco

Attest Steven S. Beasley

Address for giving notices

Address for giving notices

1600 Alabama Hwy 229
Tallassee AL 36078

(If OWNER is a corporation, partnership, or limited liability company, attach evidence of authority to sign) (If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Procurement Agreement.)

License No. _____
(where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

**ACTION BY WRITTEN CONSENT IN LIEU OF 2012 ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
NEPTUNE TECHNOLOGY GROUP, INC.**

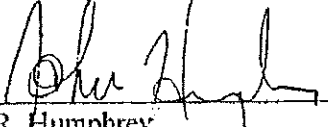
The undersigned, as of the date hereof, being all the duly qualified, elected and acting directors of Neptune Technology Group, Inc., a Delaware Corporation (the "Company"), hereby adopts the following resolution as the actions of the Board of Directors of the Company.

Appointment of Officers

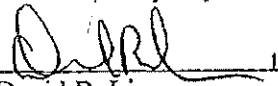
RESOLVED, that the following individuals be, and hereby are, appointed to serve as officers of the Company in the capacities designated below until such time as their successors shall be duly qualified and appointed pursuant to the bylaws of the Company.

Charles C. DiLaura	-	President
Lawrence M. Russo	-	Vice President, Finance and Assistant Secretary
Phillip W. Pitchford	-	Vice President, Operations
Donald F. Deemer	-	Vice President, Sales
Kent O. Murray	-	Vice President, Marketing
Timothy D. Bianchi	-	Vice President, Engineering
Steven S. Beasley	-	Assistant Secretary
Jack Buhsmer	-	Vice President
Paul J. Soni	-	Vice President and Assistant Secretary
David B. Liner	-	Vice President and Secretary

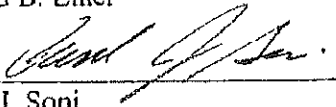
IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of this 25th day of May, 2012.



John R. Humphrey



David B. Liner



Paul J. Soni

Designated Representative:

Name: Earl Jean

Title: Chairman

Address: 295 Main St
Room 350, BPO NW 1123

Phone No.: 849-8484

Fax No.: 849-8463

Designated Representative:

Name: Lawrence M. Russo

Title: VP, Finance

Address: 1600 Alabama Hwy. 229
Talladega, AL 36078

Phone No.: 334-283-6555

Fax No.: 334-283-7380

END OF PROCUREMENT AGREEMENT

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 TO JULY 31, 2018
PROJECT NO: 201500025

(This Procurement Bid Form shall not be detached from the Procurement Manual. The entire Procurement Manual shall be returned with the executed Bid.)

SECTION 00410P

PROCUREMENT BID FORMS

BID FOR:

Erie County Water Authority
Furnishing and Delivering Water Meters
August 1, 2015 to July 31, 2018
Project No. 201500025

BID TO:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID FROM: Neptune Technology Group Inc., A Corporation

(Print or Type Name of Bidder)

(/A Corporation/A Partnership/A Limited Liability Company/An
Individual/A Joint Venture/[Bidder to strike out inapplicable terms.]

Gentlemen:

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Procurement Bidding Documents to perform all Work as specified or indicated in the Procurement Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Procurement Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders and Procurement Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain open subject to acceptance for the time period set forth in the Procurement Instruction to Bidders. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Procurement Bidding Documents.

**ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018**

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Procurement Bidding Documents, the other related data identified in the Procurement Bidding Documents, if any, and the following Addenda receipt of all of which is hereby acknowledged.**

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for furnishing the Goods.**
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance for furnishing the Goods.**
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.02 of the Procurement General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Procurement Supplementary Conditions as provided in paragraph 4.06 of the Procurement General Conditions.**
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance for furnishing the Goods or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Procurement Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.**
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of furnishing the Goods at the price(s) and within the times and in accordance with the other terms and conditions of the Procurement Bidding Documents.**

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to furnishing the Goods as indicated in the Procurement Bidding Documents.**
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Procurement Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Procurement Bidding Documents.**
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.**
 - J. The Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of furnishing the Goods for which this Bid is submitted.**
 - K. The quantities for the unit price items are unpredictable and the ENGINEER has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.**
- 4.01 Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.**
- 5.01 In accordance with the above understanding and agreements, Bidder will furnish the Goods for the prices indicated on the following pages.**

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 1 - For furnishing and delivering displacement type water meters of the following sizes:		
Item 1A1 - For 5/8 x 3/4-inch, solid state absolute encoder inside set integrated RF register, the unit price of: <u>one hundred forty-seven</u> Dollars and <u>fifty</u> Cents (\$ 147.50) Per Each	27,000 Each	\$ <u>3,982,500.00</u>
Item 1A2 - For 5/8 x 3/4-inch, solid state absolute encoder pit set integrated RF register, the unit price of: <u>one hundred fifty-eight</u> Dollars and <u>no</u> Cents (\$ 158.00) Per Each	4,000 Each	\$ <u>632,000.00</u>
Item 1B1 - For 3/4-inch, solid state absolute encoder inside set integrated RF register, the unit price of: <u>one hundred eighty-one</u> Dollars and <u>fifty</u> Cents (\$ 181.50) Per Each	750 Each	\$ <u>136,125.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 1B2 - For 3/4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>one hundred ninety-two</u> Dollars and <u>no</u> Cents (\$ 192.00) Per Each</p>	300 Each	\$ <u>57,600.00</u>
<p>Item 1C1 - For 1-inch, solid state absolute encoder inside set integrated RF register, the unit price of:</p> <p><u>two hundred twenty</u> Dollars and <u>no</u> Cents (\$ 220.00) Per Each</p>	1200 Each	\$ <u>264,000.00</u>
<p>Item 1C2 - For 1-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>two hundred thirty-one</u> Dollars and <u>no</u> Cents (\$ 231.00) Per Each</p>	750 Each	\$ <u>173,250.00</u>
<p>Item 1D1 - For 1 1/2-inch, solid state absolute encoder inside set integrated RF register, the unit price of:</p> <p><u>three hundred thirty-seven</u> Dollars and <u>no</u> Cents (\$ 337.00) Per Each</p>	150 Each	\$ <u>50,550.00</u>

ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 1D2 - For 1½-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>three hundred forty-eight</u> Dollars</p> <p>and <u>no</u> Cents</p> <p>(\$ 348.00) Per Each</p>	150 Each	\$ <u>52,200.00</u>
<p>Item 1E1 – For 2-inch, solid state absolute encoder inside set integrated RF register, the unit price of:</p> <p><u>four hundred forty-two</u> Dollars</p> <p>and <u>no</u> Cents</p> <p>(\$ 442.00) Per Each</p>	150 Each	\$ <u>66,300.00</u>
<p>Item 1E2 - For 2-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>four hundred fifty-three</u> Dollars</p> <p>and <u>no</u> Cents</p> <p>(\$ 453.00) Per Each</p>	150 Each	\$ <u>67,950.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 2 - For furnishing and delivering turbine type water meters of the following sizes:		
Item 2A - For 2-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>five hundred ten</u> Dollars		
and <u>no</u> Cents		
(\$ 510.00) Per Each	15 Each	\$ <u>7,650.00</u>
Item 2B - For 3-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>seven hundred eighty</u> Dollars		
and <u>no</u> Cents		
(\$ 780.00) Per Each	1 Each	\$ <u>780.00</u>
Item 2C - For 4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>one thousand thirty</u> Dollars		
and <u>no</u> Cents		
(\$ 1,030.00) Per Each	1 Each	\$ <u>1,030.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 2D - For 6-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>one thousand nine hundred ten</u> Dollars and <u>no</u> Cents</p> <p>(\$ 1,910.00) Per Each</p>	1 Each	\$ <u>1,910.00</u>
<p>Item 2E - For 8-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>two thousand eight hundred twenty</u> Dollars and <u>no</u> Cents</p> <p>(\$ 2,820.00) Per Each</p>	1 Each	\$ <u>2,820.00</u>
<p>Item 3 - For furnishing and delivering compound type water meters of the following sizes:</p> <p>Item 3A - For 3-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>one thousand six hundred eighty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 1,685.00) Per Each</p>	4 Each	\$ <u>6,740.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 3B - For 4-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>two thousand two hundred ten</u> Dollars and <u>no</u> Cents</p> <p>(\$ 2,210.00) Per Each</p>	4 Each	\$ <u>8,840.00</u>
<p>Item 3C - For 6-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>three thousand six hundred sixty</u> Dollars and <u>no</u> Cents</p> <p>(\$ 3,660.00) Per Each</p>	4 Each	\$ <u>14,640.00</u>
<p>Item 3D - For 6-inch x 8-inch, solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>five thousand nine hundred</u> Dollars <u>ninety</u> and <u>no</u> Cents</p> <p>(\$ 5,990.00) Per Each</p>	0 Each	\$ <u> --</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 4 - For furnishing and delivering fire service turbine type water meters of the following sizes:		
Item 4A - For 3-inch solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>two thousand nine hundred</u> Dollars <u>thirty</u> and <u>no</u> Cents		
(\$ 2,930.00) Per Each	1 Each	\$ <u>2,930.00</u>
Item 4B - For 4-inch solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>three thousand two hundred</u> Dollars <u>eighty-five</u> and <u>no</u> Cents		
(\$ 3,285.00) Per Each	1 Each	\$ <u>3,285.00</u>
Item 4C - For 6-inch solid state absolute encoder pit set integrated RF register, the unit price of:		
<u>five thousand two hundred forty</u> Dollars and <u>no</u> Cents		
(\$ 5,240.00) Per Each	1 Each	\$ <u>5,240.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 4D - For 8-inch solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>seven thousand eight hundred</u> Dollars <u>sixty-five</u> and <u>no</u> Cents</p> <p>(\$ 7,865.00) Per Each</p>	1 Each	\$ <u>7,865.00</u>
<p>Item 4E - For 10-inch solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>ten thousand six hundred</u> Dollars <u>sixty-five</u> and <u>no</u> Cents</p> <p>(\$ 10,665.00) Per Each</p>	1 Each	\$ <u>10,665.00</u>
<p>Item 5 - For furnishing and delivering fire service compound type water meters of the following sizes:</p> <p>Item 5A - For 4-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>five thousand three hundred</u> Dollars <u>twenty</u> and <u>no</u> Cents</p> <p>(\$ 5,320.00) Per Each</p>	1 Each	\$ <u>5,320.00</u>

ERIE COUNTY WATER AUTHORITY
 FURNISHING AND DELIVERING WATER METERS
 AUGUST 1, 2015 to JULY 31, 2018

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 5B - For 6-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>eight thousand five hundred</u> Dollars <u>seventy</u> and <u>no</u> Cents</p> <p>(\$ 8,570.00) Per Each</p>	1 Each	\$ <u>8,570.00</u>
<p>Item 5C - For 8-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>ten thousand nine hundred</u> Dollars <u>thirty-five</u> and <u>no</u> Cents</p> <p>(\$ 10,935.00) Per Each</p>	1 Each	\$ <u>10,935.00</u>
<p>Item 5D - For 10-inch (stainless steel) solid state absolute encoder pit set integrated RF register, the unit price of:</p> <p><u>twelve thousand nine hundred</u> Dollars <u>ninety</u> and <u>no</u> Cents</p> <p>(\$ 12,990.00) Per Each</p>	1 Each	\$ <u>12,990.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 6 - For furnishing and delivering strainers of the following sizes:		
Item 6A - For 2-inch, the unit price of:		
<u>three hundred twenty</u> Dollars		
and <u>no</u> Cents		
(\$ 320.00) Per Each	15 Each	\$ <u>4,800.00</u>
Item 6B - For 3-inch, the unit price of:		
<u>five hundred fifty</u> Dollars		
and <u>no</u> Cents		
(\$ 550.00) Per Each	15 Each	\$ <u>8,250.00</u>
Item 6C - For 4-inch, the unit price of:		
<u>seven hundred thirty</u> Dollars		
and <u>no</u> Cents		
(\$ 730.00) Per Each	35 Each	\$ <u>25,550.00</u>
Item 6D - For 6-inch, the unit price of:		
<u>one thousand four hundred fifteen</u> Dollars		
and <u>no</u> Cents		
(\$ 1,415.00) Per Each	25 Each	\$ <u>35,375.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 6E - For 8-inch, the unit price of:</p> <p><u>two thousand three hundred</u> Dollars <u>seventy five</u> and <u>no</u> Cents</p> <p>(\$ 2,375.00) Per Each</p>	2 Each	\$ <u>4,750.00</u>
<p>Item 7 - For furnishing and delivering solid state absolute integrated RF registers of the following sizes and types:</p> <p>Item 7A1 - For 5/8-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	500 Each	\$ <u>62,500.00</u>
<p>Item 7A2 - For 5/8-inch solid state absolute integrated RF pit set register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	350 Each	\$ <u>47,600.00</u>
<p>Item 7B1 - For 3/4-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	50 Each	\$ <u>6,250.00</u>

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 FURNISHING AND DELIVERING WATER METERS
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 7B2 - For 3/4-inch solid state absolute integrated RF pit set register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	100 Each	\$ <u>13,600.00</u>
<p>Item 7C1 - For 1-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	50 Each	\$ <u>6,250.00</u>
<p>Item 7C2 - For 1-inch solid state absolute integrated RF pit set register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	100 Each	\$ <u>13,600.00</u>
<p>Item 7D1 - For 1.5-inch solid state absolute integrated RF inside set register, the unit price of:</p> <p><u>one hundred twenty-five</u> Dollars and <u>no</u> Cents</p> <p>(\$ 125.00) Per Each</p>	50 Each	\$ <u>6,250.00</u>

ERIE COUNTY WATER AUTHORITY
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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 7D2 - For 1.5-inch solid state absolute integrated RF pit set register, the unit price of: <u>one hundred thirty-six</u> Dollars and <u>no</u> Cents (\$ 136.00) Per Each	150 Each	\$ <u>20,400.00</u>
Item 7E1 - For 2-inch solid state absolute integrated RF inside set register, the unit price of: <u>one hundred twenty-five</u> Dollars and <u>no</u> Cents (\$ 125.00) Per Each	50 Each	\$ <u>6,250.00</u>
Item 7E2 - For 2-inch solid state absolute integrated RF pit set register, the unit price of: <u>one hundred thirty-six</u> Dollars and <u>no</u> Cents (\$ 136.00) Per Each	150 Each	\$ <u>20,400.00</u>
Item 7E3 - For 2-inch solid state absolute integrated RF HP turbine register, the unit price of: <u>one hundred thirty-six</u> Dollars and <u>no</u> Cents (\$ 136.00) Per Each	40 Each	\$ <u>5,440.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 7F1 - For 3-inch solid state absolute integrated RF HP turbine register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	20 Each	\$ <u>2,720.00</u>
Item 7F2 - For 3-inch solid state absolute integrated RF T/T register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	75 Each	\$ <u>10,200.00</u>
Item 7G1 - For 4-inch solid state absolute integrated RF HP turbine register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	20 Each	\$ <u>2,720.00</u>
Item 7G2 - For 4-inch solid state absolute integrated RF T/T register, the unit price of:		
<u>one hundred thirty-six</u> Dollars		
and <u>no</u> Cents		
(\$ 136.00) Per Each	100 Each	\$ <u>13,600.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 7G3 - For 4-inch solid state absolute integrated RF HPP III register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	75 Each	\$ <u>10,200.00</u>
<p>Item 7H1 - For 6-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	50 Each	\$ <u>6,800.00</u>
<p>Item 7H2 - For 6-inch solid state absolute integrated RF T/T register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	75 Each	\$ <u>10,200.00</u>
<p>Item 7H3 - For 6-inch solid state absolute integrated RF HPP III register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	100 Each	\$ <u>13,600.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 7J1 - For 8-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	10 Each	\$ <u>1,360.00</u>
<p>Item 7J2 - For 8-inch solid state absolute integrated RF HPP III register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	75 Each	\$ <u>10,200.00</u>
<p>Item 7K1 - For 10-inch solid state absolute integrated RF HP turbine register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	5 Each	\$ <u>680.00</u>
<p>Item 7K2 - For 10-inch solid state absolute integrated RF HPP III register, the unit price of:</p> <p><u>one hundred thirty-six</u> Dollars and <u>no</u> Cents</p> <p>(\$ 136.00) Per Each</p>	5 Each	\$ <u>680.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 8 - For furnishing and delivering radio frequency meter reading equipment:		
Item 8A - For waterproof radio frequency meter interface unit for pit or vault type meter applications; must be compatible with Neptune ProRead, E-Coder and ARB V meter registers, the unit price of:		
<u>ninety-three</u> Dollars		
and <u>no</u> Cents		
(\$ 93.00) Per Each	225 Each	\$ <u>20,925.00</u>
Item 8B - For water resistant radio frequency meter interface unit for wall or basement type applications on a residential dwelling, the unit price of:		
<u>seventy-five</u> Dollars		
and <u>no</u> Cents		
(\$ 75.00) Per Each	225 Each	\$ <u>16,875.00</u>
Item 9 - For furnishing and delivering Neptune Advantage II RF Probe, p/n 12517-000 to be used with Trimble Nomad LE, the unit price of:		
<u>eight hundred fifty</u> Dollars		
and <u>no</u> Cents		
(\$ 850.00) Per Each	4 Each	\$ <u>3,400.00</u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 10 - For furnishing and delivering Neptune pit RF antennas of the following sizes:		
Item 10A - For Neptune RF pit antenna with 6-foot cable, part number 12527-200, the unit price of:		
<u> fifteen </u> Dollars		
and <u> no </u> Cents		
(\$ 15.00) Per Each	250 Each	\$ <u> 3,750.00 </u>
Item 10B - For Neptune RF pit antenna with 20-foot cable, part number 12527-300, the unit price of:		
<u> twenty </u> Dollars		
and <u> no </u> Cents		
(\$ 20.00) Per Each	100 Each	\$ <u> 2,000.00 </u>
Item 10C - For Neptune RF pit snub antenna, part number 12691-100, the unit price of:		
<u> nine </u> Dollars		
and <u> no </u> Cents		
(\$ 9.00) Per Each	100 Each	\$ <u> 900.00 </u>

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
TOTAL BID AMOUNT (This total is for convenience in comparing Bids and is not an official part of this Bid.)		<u>\$ 6,012,760.00</u> (Figures)
<u>Six million twelve thousand seven hundred sixty</u>		
_____ Dollars and _____ no _____ Cents (Written Amount)		

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

Unit prices have been computed in accordance with paragraph 11.03.B of the Procurement General Conditions.

Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and final payment will be based on actual quantities of Unit Price Work performed as provided in the Contract Documents.

6.01 Bidder agrees that furnishing the Goods will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B of the Procurement General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete furnishing the Goods within the times specified above.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the amount of _____ Dollars (\$_____).
- B. Section 2875 of the Public Authorities Law.
- C. Section 2876 of the Public Authorities Law.
- D. Section 2878 of the Public Authorities Law, Non-Collusive Bidding Certification.
- E. Section 139 of State Finance Law, Lobbying.
- F. Required Bidder Qualification Statement with supporting data.
- G. All Addenda

8.01 The terms used in this Bid will have the meanings indicated in the Procurement Instructions to Bidders and the Procurement General Conditions and Procurement Supplementary Conditions.

Respectfully submitted on _____, 20__.

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

If Bidder is:

An Individual

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

A Partnership

By _____
(Firm Name)

(General Partner's Signature)

(Printed or Typed Name of General Partner)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ FAX No. _____

ERIE COUNTY WATER AUTHORITY
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A Corporation

By Neptune Technology Group Inc.
(Corporation Name)

Delaware
(State of Incorporation)

By *Lawrence M. Russo*
(Signature of Officer Authorized to Sign)

Lawrence M. Russo, VP, Finance
(Printed or Typed Name and Title of Officer Authorized to Sign)
(Attach evidence of authority to sign.)

(CORPORATE
SEAL)

Attest *St S P*
Asst. (Secretary) Steven S. Beasley

License or Registration Number: Fed ID # 13-4192672

Business Address: 1600 Alabama Hwy 229
Tallassee, AL 36078

Phone No.: 334-283-6555 FAX No. 334-283-7380

**ACTION BY WRITTEN CONSENT IN LIEU OF 2012 ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
NEPTUNE TECHNOLOGY GROUP, INC.**

The undersigned, as of the date hereof, being all the duly qualified, elected and acting directors of Neptune Technology Group, Inc., a Delaware Corporation (the "Company"), hereby adopts the following resolution as the actions of the Board of Directors of the Company.

Appointment of Officers

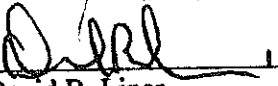
RESOLVED, that the following individuals be, and hereby are, appointed to serve as officers of the Company in the capacities designated below until such time as their successors shall be duly qualified and appointed pursuant to the bylaws of the Company.

Charles C. DiLaura	-	President
Lawrence M. Russo	-	Vice President, Finance and Assistant Secretary
Phillip W. Pitchford	-	Vice President, Operations
Donald F. Deemer	-	Vice President, Sales
Kent O. Murray	-	Vice President, Marketing
Timothy D. Bianchi	-	Vice President, Engineering
Steven S. Beasley	-	Assistant Secretary
Jack Buhsmer	-	Vice President
Paul J. Soni	-	Vice President and Assistant Secretary
David B. Liner	-	Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of this 25th day of May, 2012.



John R. Humphrey



David B. Liner



Paul J. Soni

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

Limited Liability Company

By _____
(Firm Name)

(State of Formation)

By _____
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ FAX No. _____

**ERIE COUNTY WATER AUTHORITY
FURNISHING AND DELIVERING WATER METERS
AUGUST 1, 2015 to JULY 31, 2018**

A Joint Venture

Joint Venture Name: _____

By _____
(Signature)

(Printed or Typed Name) (Title)

(Address)

By _____
(Signature)

(Printed or Typed Name) (Title)

(Address)

Phone and FAX number and address for receipt of communications to joint venture:

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

END OF SECTION