



**INVITATION TO BID
BID # 2017-601**

Water Meters and ERTs

BID OPENING DATE/TIME/PLACE:

Monday, April 3, 2017, 2:00 P.M.
City of Aztec Commission Room
201 W Chaco
Aztec, NM 87410

Last Day for Questions

Thursday, March 23, 2017, 4:00 PM

For further information contact:

Kathy Lamb
Finance Director
City of Aztec
Phone: 505-334-7653
Fax: 505-334-7649
email: klamb@aztecnm.gov

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INVITATION TO BID

BID NOTICE

City of Aztec – 2017-601 WATER METERS AND ERTS

Separate sealed BIDS for Water Meters and ERTs will be received by City of Aztec at 201 W. Chaco, Aztec, New Mexico 87410 until 2:00 p.m. (Local Time), April 3, 2017, and then at said office publicly opened and read aloud at the City of Aztec Commission Room.

Last day for questions is Thursday, March 23, 2017, 4:00 PM submitted to klamb@aztecnm.gov

The BID DOCUMENTS may be examined at the City of Aztec Website www.aztecnm.com under Bids/Quotes/RFP's.

Copies of the BID DOCUMENTS in electronic media format may be obtained at the website stated above at no cost. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

Resident Contractor and Resident Veteran Contractor Preferences shall apply to this Bid per Section 13-1-21 NMSA 1978 (as amended).

CITY OF AZTEC
Aztec, New Mexico 87410
Kathy Lamb

Publication: Daily Times, Wednesday, March 15, 2017

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of 2017-601 WATER METERS AND ERTS, the undersigned agrees that he/she has received a the bid document copy from the City's website.

To receive copies of all future communications, relating to, and including amendments to this bid, return this acknowledgement no later than March 23, 2017. Returning this form is not mandatory to submit a bid.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document this Bid/RFP

Firm does/does not (circle one) intend to respond to 2017-601 WATER METERS AND ERTS.

If firm does not intend to reply, please give a brief reason for not responding. _____

Return to:
Kathy Lamb
Finance Director
City of Aztec
201 W Chaco
Aztec, New Mexico 87410
Telephone Number: 505-334-7653
Fax Number: (505) 334-7649
klamb@aztecnm.gov

Faxed or emailed copies of this form will be accepted.
Faxed or emailed **BID** responses **will not** be accepted.

BID CONDITIONS

ARTICLE 1

GENERAL CONDITIONS

The following bid is made for furnishing materials or services for the City of Aztec, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, and sex in the performance of this contract.

The bidder agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the successful bidder fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the bid agreement/purchase order may be terminated by the City.

The bidder hereby proposes to furnish the items or services bid on, F.O.B. Aztec, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must use the Bid Schedule provided and complete all information in the blanks provided. Failure to comply, or use of Bidder provided forms, may result in rejection of the Bid at the City's option.

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the City.

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a

brand name product referenced in the Bid Schedule.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The City of Aztec shall be the sole judge of equality in their best interest and decisions of the City of Aztec as to equality shall be final.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City of Aztec. Samples not destroyed in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number that it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

Bidders may submit more than one bid that meet or exceed specifications listed. Bidder's submitting more than one base bid should submit each bid in a separately sealed envelope labeled according to the requirements specified on Page 11, Bid Submittal. Do not submit two base bids in the same envelope. Alternate Bids which offer exceptions to the specifications will be considered and should be submitted in a separately sealed envelope labeled as an alternate.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Office, the bidder shall be responsible for actual delivery of the bid to the Purchasing Office before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Aztec beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Bids deposited with the City may be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Purchasing Office and received by the City prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by the City of Aztec, the City reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the City will be realized hereby.

All Bids shall remain open for sixty (60) days after the day of the Bid opening; but the Purchasing Office may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The Purchasing Specialist reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in the bid specifications; whichever, in his/her judgement, best serves the interest of the City of Aztec.

Bids will be considered irregular if they show any omissions, alteration of form, additions, conditions not called for, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interest of the City.

The City reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bid containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the City.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

The successful bidder may not assign his rights and duties under an award without the written consent of the City's Purchasing Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Aztec considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the City at the specified delivery location. The delivery date indicated a guaranteed delivery at Aztec, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts will be considered. The City reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Aztec, New Mexico or failure of the bidder to meet guaranteed delivery dates or service performance on any previous City order

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F. O. B. Aztec, New Mexico all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for

an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Purchasing Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Aztec to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Office or requesting Department and must be given a Purchase Order Number to be valid. All invoices must include the Purchase Order Number and will be paid upon completion of delivery and acceptance.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

In case of default of the successful bidder, the City of Aztec may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Office immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Bidders shall have no claim against the City for

failure to obtain information made available by the City which the Bidder could have remedied through the exercise of due diligence.

The only approved contact shall be with the Procurement Specialist listed in this bid. Bidders making contact with any other City official or City employee regarding this Bid may be disqualified.

All bids and related documents are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

Conflict of Interest: Bidder warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Bidder must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or Purchasing Office have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their proposal.

Any protest by a Bidder must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the City's written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to (address is both mailing and physical address):

Chief Procurement Officer
Finance Department
City of Aztec
201 W Chaco St
Aztec NM 87410

ARTICLE 2
SPECIAL CONDITIONS
SUPPLIES

Periodic deliveries will be made only upon authorization of the Purchasing Office and shall be made if, as, and when required and ordered by the City at such intervals as directed by said Purchasing Office.

Deliveries shall be to the location identified in each order within the City of Aztec.

The quantities shown on the bid are estimated quantities only. The City of Aztec reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The Contract will be awarded at the prices bid for a period of time as set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Specialist may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers' warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Specialist to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the City over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any material man's, supplier's, or other liens.

Regardless of the award of a Contract hereunder, the City retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the City's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate sources' lower price or higher quality.

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty,

express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the City's right to request replacement of defective material.

ARTICLE 3
SPECIAL CONDITIONS
EQUIPMENT

Equipment other than current year models will not be considered as responsive to the Specifications. It is the intention of the City to purchase based on the Specifications, a standard production model. In addition to the equipment set out in the Specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior moldings, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Specialist may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Specialist at least 72 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The unit shall be completely assembled, lubricated, adjusted, with all equipment including standard and extra equipment installed and the unit made ready for operation.

Bidders must fill in all information requested in the blanks provided under each item. Failure to completely describe the equipment may result in rejection of the Bid. The City reserves the right to evaluate variations from the specifications and its judgment in such matters shall be conclusive.

The Bidder shall attach hereto, as part of this Bid, regularly printed literature published by the factory, which sets forth and describes the equipment he proposes to furnish.

Manufacturer's standard warranty for parts and labor must be included in this Bid.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one bidder if it deems such action to be in its best interest.

ARTICLE 4

SPECIAL CONDITIONS VEHICLES

Vehicles other than current year models will not be considered as responsive to the specifications. It is the intention of the City to purchase based on the specifications, a standard production model. In addition to the equipment set out in the specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior molding, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Office may alter the specifications in the form of an addendum to accommodate variances. A request for change in the specifications to accommodate a variation must be called to the attention of the Purchasing Office at least 72 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The units shall be completely assembled, lubricated, adjusted, with all equipment installed and the units made ready for continuous operation with a minimum of five (5) gallons of fuel.

The successful Bidder shall furnish a Manufacturer's Statement of Origin and owner's manual with delivery of each unit.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one Bidder if it deems such action to be in its best interest.

All equipment covered by this Bid shall be delivered from point of assembly to the City of Aztec area by railway freight or conveyed by truck. Exceptions to this must be received by the Purchasing Office in writing in this Bid form.

ARTICLE 5 **SPECIFICATIONS**

These specifications are based upon design and performance criteria which have been developed by the City of Aztec as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchasing Office shall determine which (if any) exceptions are acceptable and this determination shall be final.

ARTICLE 6

DEFINITIONS

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the material/items to be procured or the Work to be performed.

Bidder - Any person, firm, or corporation submitting a Bid for the material/items or Work.

Calendar Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

City - The City of Aztec, New Mexico.

Contract Price - The total monies payable to Bidder or the price established for each of the payment items listed in the Bid Schedule as the context indicates.

Dispute - Lack of agreement between any parties that have any obligations, duties or responsibilities under the terms of the Bid.

Proposal - The offer of a Bidder, on the prescribed form, to provide the material/items or perform the Work at the prices on the Bid Schedule.

State - The State of New Mexico.

BID SUBMITTAL

2017-601 WATER METERS AND ERTS

COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)

CONTACT PERSON (please print)

EMAIL

TELEPHONE

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED. SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.

Sealed bids will be received until **April 3, 2017, 2:00 P.M. MDT** and then opened at the **City of Aztec City Commission Room** and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications.

Last day for questions is Thursday, March 23, 2017, 4:00 PM MDT submitted in writing to klamb@aztecnm.gov

If a corporation, state of incorporation: _____

NEW MEXICO TAX ID NO: _____ **FEDERAL TAX ID NO.:** _____

In-State Preference will be applied only to those in-state certified businesses that have completed the following:

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.

Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this RFP:

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # _____. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

Guaranteed pricing is requested; please submit pricing guaranteed for 60 DAYS from the date of notice of award. Notice of award shall occur within 60 days of bid opening date. The City of Aztec reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it is deemed in the best interest of the City to do so. The City of Aztec reserves the right to waive any formality or informality in the process of awarding this bid.

The items as specified herein are not to be taken as restrictive, but rather are to establish a standard for services desired. Any deviation in the attached pages should be specifically set forth in your bid offer.

Except as specified as Sole Source, any brand name used is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Where there is more than one part to an item, all parts must be bid to receive Board consideration.

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BIDDER’S CERTIFICATION

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

To be a valid proposal, Bidder must sign here:

_____ **Date** _____

Title _____

BASIS OF BID

2017-601 WATER METERS AND ERTS

The undersigned hereby proposes to provide all equipment and service for the City of Aztec – 2017-601 WATER METERS AND ERTS as per the bid specifications. Advertisement inviting bids dated March 15, 2017. Quantities are estimated and the City reserves the right to order more or less than identified. Please include specifications for each item bid as part of the bid package. **Bids received without specifications will be considered incomplete and non-responsive.**

WATER METERS								
Estimated Quantity	Size	Display Resolution	Output Resolution	Minimum Flow	AMR	Unit Price	Extended Price	Estimated Delivery Time
20	5 /8" x 3/4"	.001 Gallons	1 Gallon	0.1 GPM	Itron ILC			
5	1"	.001 Gallons	1 Gallon	0.25 GPM	Itron ILC			
2	1 1/2"	.01 Gallons	10 Gallons	0.4 GPM	Itron ILC			
30	2"	.01 Gallons	10 Gallons	0.5 GPM	Itron ILC			
ELECTROMAGNETIC WATER METERS								
Estimated Quantity	Size	Display Resolution	Output Resolution	Minimum Flow	AMR	Unit Price	Extended Price	Estimated Delivery Time
2	3"	.01 Gallons	10 Gallons	0.6 GPM	Itron ILC			
3	4"	.01 Gallons	10 Gallons	1.7 GPM	Itron ILC			
1	6"	.01 Gallons	10 Gallons	4.0 GPM	Itron ILC			

FLOW METER					
Estimated Quantity	Description	Unit Price	Extended Price	Estimated Delivery Time	
1	Flexim 7407 Ultrasonic Flow Meter with Custom Solar Power as per Specifications				
ITRON ERTS					
Estimated Quantity	ERT Type	Part #	Unit Price	Extended Price	Estimated Delivery Time
63	100 WE	ERW-1300-408			

ESTIMATED ORDER QUANTITIES: The City anticipates ordering in quantities lot sizes as shown on the bid form above. If the Bidder's pricing is subject to change if the City elects to order less than or more than the quantity lot size identified, the Bidder must clearly identify on a separate sheet of paper titled "Order Quantity Price Schedule" the quantity levels where different price structures are applied.

PURCHASE ORDER VALIDITY PERIOD AND TERM EXTENSIONS: The City reserves the right to extend this bid for a period of one year after issuance of a purchase order if mutually agreed to between the Bidder and the City.

DELIVERY: All equipment is to be delivered to the Public Works facility, 610 Western Drive, Aztec NM 87410, between the hours of 8:00 AM and 3:30 PM. Monday through Thursday. The bidder shall give the City at least 24 hours notice prior to arriving on site.

(SEAL) If Bid is by a Corporation

Attest: _____

Title: _____

SIGNATURE OF BIDDER

Printed Name of Bidder

Title

Telephone Number

Fax Number

Email

INSTRUCTION TO BIDDERS AND SPECIFICATIONS

1. In-State Preference

Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to obtain in-state preference, are required to obtain a preference number with the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the bid opening date.

For additional information please call 505-827-0951 or go to:

<http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx>

2. Veterans Preference

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

This preference is separate from the in-state preference and is not cumulative with that preference.

3. Requirements

The City of Aztec (City) is requesting Bids to provide a contract for water meters and ERTs, on an as needed basis, to restock the City's water meter inventory.

4. Term of Bid

- 4.1 The term of the Contract shall be in effect for one (1) year from Notice of Award, with a possible 1 year extension as agreed between the City and successful bidder.
- 4.2 The City does not guarantee a minimum amount of water meters and ERTs to be purchased during the term of the Contract.

5. Termination

5.1 Termination for Cause - If, through any causes, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this contract or if Bidder violates any of the covenants, agreements, or stipulations of this contract, the City may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the deficiency within the time period specified in such notice, which time period shall be reasonable under the circumstances, the City Manager shall have the right to immediately terminate this contract. The Bidder shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

- 5.1.1 Notwithstanding the above, Bidder shall not be relieved of liability to the City for damages sustained by the virtue of any breach of this contract by Bidder, and the City may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the City from the Bidder is determined.

5.2 Termination for Convenience - The City Manager may terminate the contract at any time, by giving at least thirty (30) days notice in writing to the Bidder. If this contract is terminated due to the fault of Bidder, item 5.1 above, relative to termination shall apply and no further compensation or reimbursement to Bidder shall be due. If terminated for any other reason, City will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this contract.

6. Quantities

6.1 Bid form includes list of water meters and ERTs that may be purchased during the term of the contract. Quantities are estimates only and the City of Aztec reserves the right to:

- 6.1.1 Not order some of the items on the list
- 6.1.2 Order more or less than the quantities listed
- 6.1.3 Add or delete items on the list

7. Pricing

7.1 In the event the purchase order is renewed, the contract unit prices shall be a firm fixed price for the duration of the contract.

8. Award

8.1 Award of the Bid may be made to multiple vendors based on the lowest responsible, responsive Bidder meeting specifications based on the total cost for each item, reference the Bid Schedule, pages 12-13.

9. Procurement Under Existing Contracts

9.1 Pursuant to Section 13-1-129, NMSA 1978, Bidders/Contractors/Offerors are hereby notified that any central purchasing office allowed by law and as otherwise allowed by their respective governing rules and regulations, may contract for the goods and/or services included in this procurement document with the awarded Bidder/Contractor/Offeror. Contractual engagements accomplished under this provision shall be solely between the Bidder/Contractor/Offeror and the contracting entity with no obligation by the City of Aztec.

10. Emergency Orders

10.1 The City reserves the right to surpass this Bid, if successful Bidder is unable to fill an order, and buy from another immediate source only in order to fulfill an emergency need.

Specification: Flexim 7407 Ultrasonic Flow Meter with Custom Solar Power

- Flow meter shall be equipped with K Transducers
- Flow Computer to be mounted in NEMA weather tight enclosure and pre-wired
- Cabinet enclosure shall be pole mounted approx. 28" H X 30" W X 12" D
- NEMA enclosure shall be furnished with mounting hardware ready to mount on City supplied 4" post
- Electrical circuitry shall include surge suppression, cable seals, terminal blocks as necessary, fuses, power supply, 100 amp-hour AGM lead acid sealed battery, and all other wiring circuitry required to make the unit functional.
- Solar module shall be 110 Watt with 4 inch pole-mount assembly ready to mount on City supplied pole
- Solar Power unit shall be equipped with solar power cable pre-wired for connection to NEMA flow meter cabinet and associated circuitry
- This bid item shall include adequate costs for supplier to attend project site in Aztec, NM to commission system and make flow meter fully functional upon completion of installation. This cost shall also include adequate coverage to respond to City questions during installation process.