

ACTION SHEET

PUBLIC UTILITES COMMITTEE MEETING OF 12/2/15

ISSUE NO. 18

Request for approval utilize State Price Agreement # 20-000-00-00043 and State Price Agreement # 41-000-13-00007 to procure Water Service Connection Equipment, Water Meters and Supplies from HD Supply, Inc. (Mike Moya)

Finance Committee – 11/30/15

Public Utilities – 12/2/15

City Council – 12/9/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 12/9/15 City Council.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 12/2/15

ISSUE NO. 19

Request for approval utilize State Price Agreement # 20-000-00-00043 to procure Water Service Connection Equipment, Water Meters and Supplies from Santa Fe Winnelson.
 (Mike Moya)

Finance Committee – 11/30/15
 Public Utilities Committee – 12/2/15
 City Council – 12/9/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 12/9/15 City Council.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 12/2/15

ISSUE NO. 20

Request for approval utilize State Price Agreement # 20-000-00-00043 and State Price Agreement # 41-000-13-00007 to procure Water Service Connection Equipment, Water Meters and Supplies from Baker Utility Supply Corp. (Mike Moya)

Finance Committee – 11/30/15
 Public Utilities Committee – 12/2/15
 City Council – 12/9/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward 12/9/15 City Council.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/30/15
FOR CITY COUNCIL MEETING OF 12/09/15

ISSUE:

12. Request for Approval of Procurement Under State Price Agreement – Water Service Connection Equipment, Water Meters & Supplies for Public Utilities Department. (Michael Moya)

- HD Supply, Inc.
- Santa Fe Winnelson Company
- Baker Utility Supply Corporation

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS		X	
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: November 10, 2015
TO: Finance Committee & Public Utilities Committee
FROM: Michael Moya, Transmission & Distribution *MM*
VIA: Nick Schiavo, Public Utilities Director *NSA*

SUMMARY: Procurement of Water Service Connection Equipment, Water Meters & Supplies:
State Price Agreement 20-000-00-00043 and 41-000-13-00007:
Vendors: HD Supply Inc.

The Water Division is requesting the use of the aforementioned State Price Agreements for the procurement of water connection supplies, meters and equipment for the City of Santa Fe Public Utilities Department and all other departments needing this type of service. The Public Utility's supply inventory warehouse utilizes this authorized vendor under these State Price Agreements to help maintain the needed inventory levels on hand for line repairs, new installations and replacement projects. They also utilize the contract to order specialized parts that are not normally carried in the regular stock inventory.

Purchasing History for vendor:

	Y/E 6/30/2013	Y/E 6/30/2014	Y/E 6/30/2015
HD Supply Inc:	\$110,391.29	\$145,507.07	\$123,959.36
Total for years:	\$379,857.72		

It is projected that the transaction amount for this vendor will or remain about the same for year ending 6/30/2016.

Funding for this procurement is available in the various Public Utilities Business Units and other City Divisions requiring this type of service.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

REQUESTED ACTION:

It is requested that this purchase award to HD Supply Inc. from State Price Agreements # 20-000-00-00043 and 41-000-13-00007, be reviewed, approved and submitted to the City Council for its consideration.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: HD Supply

Procurement Title: SPO 20-000-00-00043 Water Service Connection Equipment
SPO 41-000-13-00007 Water Service Connection Equipment, Water Meters & Supplies

Other Methods: State Price Agreement Cooperative Sale Source Exempt Other _____

Department Requesting/Staff Member PUD/Water Division/Transmission & Distribution / Mike Moya

Procurement Requirements:

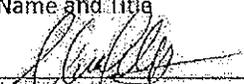
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

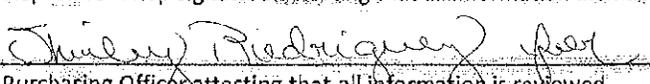
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Mike Moya, Transmission & Distribution Manager

Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included


 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement

- Copies of all Sole Source submittals
- Other: _____

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Other: _____

CONTRACT*

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees (going through committee starting 12/2)
- Finalized Council Committee Minutes
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Mike Moya, Transmission & Distribution Manager
 Department Rep Printed Name and Title

 Department Rep Signature attesting that all information included

City of Santa Fe, New Mexico

memo

DATE: November 10, 2015
TO: Finance Committee & Public Utilities Committee
FROM: Michael Moya, Transmission & Distribution Manager *MM*
VIA: Nick Schiavo, Public Utilities Director *NS*

SUMMARY: Procurement of Water Service Connection Equipment, Water Meters & Supplies:
State Price Agreement 20-000-00-00043:
Vendor: Santa Fe Winnelson

The Water Division is requesting the use of the aforementioned State Price Agreement for the procurement of water connection supplies and equipment for the City of Santa Fe Public Utilities Department and all other departments needing this type of service. The Public Utility's supply inventory warehouse utilizes this authorized vendor under these State Price Agreements to help maintain the needed inventory levels on hand for repairs and installations. They also utilize the contract to order specialized parts that are not normally carried in the regular stock inventory.

Purchasing History of the vendor:

	Y/E 6/30/2013	Y/E 6/30/2014	Y/E 6/30/2015
SF Winnelson:	\$ 36,905.36	\$ 24,269.95	\$ 19,083.26
Total for years:	<u>\$ 80,258.57</u>		

It is projected that the transaction amount with the vendor will remain about the same for year ending 6/30/2016.

Funding for this procurement is available in the various Public Utilities Business Units and other City Divisions requiring this type of service.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

REQUESTED ACTION:

It is requested that this purchase award to Santa Fe Winnelson, from the State Price Agreement # 20-000-00-0043, be reviewed, approved and submitted to the City Council for its consideration.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Winnelson

Procurement Title: SPO 20-000-00-00043 Water Service Connection Equipment

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other _____

Department Requesting/Staff Member PUD/Water Division/Transmission & Distribution / Mike Moya

Procurement Requirements:

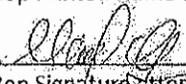
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

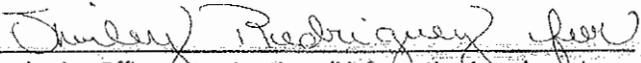
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Mike Moya, Transmission & Distribution Manager

Department Rep Printed Name and Title

Department Rep Signature  attesting that all information included

Purchasing Officer  attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

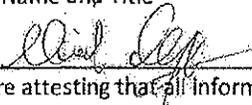
Copy of Executed Contract
 Copy of all documentation presented to the Committees (going through committee starting 12/2)
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Mike Neva, Transmission & Distribution Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

City of Santa Fe, New Mexico

memo

DATE: November 10, 2015
TO: Finance Committee & Public Utilities Committee
FROM: Michael Moya, Transmission & Distribution Manager *MM*
VIA: Nick Schiavo, Public Utilities Director *NSA*

SUMMARY: Procurement of Water Service Connection Equipment, Water Meters & Supplies:
State Price Agreement 20-000-00-00043 and 41-000-13-00007:
Vendor: Baker Utility Supply Corp.

The Water Division is requesting the use of the aforementioned State Price Agreements for the procurement of water connection supplies, meters and equipment for the City of Santa Fe Public Utilities Department and all other departments needing this type of service. The Public Utility's supply inventory warehouse utilizes this authorized vendor under these State Price Agreements to help maintain the needed inventory levels on hand for emergencies, meter upgrades and day today work loads. They also utilize the contract to order specialized parts that are not normally carried in the regular stock inventory.

Purchasing History of the vendor:

	Y/E 6/30/2013	Y/E 6/30/2014	Y/E 6/30/2015
Baker Utility Supply:	\$111,150.20	\$ 94,371.67	\$ 55,625.89

Total for years: \$261,147.76

It is projected that the transaction amount with the vendor will increase from year ending 2015 for year ending 2016 because this vendor carries Badger Water Meter components needed for retrofitting large meters to the new Orion meter reading system.

Funding for this procurement is available in the various Public Utilities Business Units and other City Divisions requiring this type of service.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

REQUESTED ACTION:

It is requested that this purchase award to Baker Utility Supply Corp from State Price Agreements # 20-000-00-0043 and 41-000-13-00007, be reviewed, approved and submitted to the City Council for its consideration.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Baker Utility Supply

Procurement Title: SPO 20-000-00-00043 Water Service Connection Equipment
SPO 41-000-13-00007 Water Service Connection Equipment, Water Meters & Supplies

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other _____

Department Requesting/Staff Member PUD/Water Division/Transmission & Distribution / Mike Moya

Procurement Requirements:

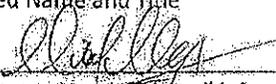
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Mike Moya, Transmission & Distribution Manager

Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included

Thelma Rodriguez
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement

*

- Copies of all Sole Source submittals
- Other: _____

AWARD*
YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Other: _____

CONTRACT*
YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees (going through committee starting 12/2)
- Finalized Council Committee Minutes
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Mike Moya, Transmission & Distribution Manager
 Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor: 3 Vendors</p> <p>Telephone No.: _____</p>

Price Agreement Number: 20-000-00-00043

Price Agreement Amendment No.: Four

Term: June 29, 2012 – June 28, 2016

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p>Invoice: As Requested</p>

Procurement Specialist: Rose Moya 

Telephone No.: (505) 827-0251

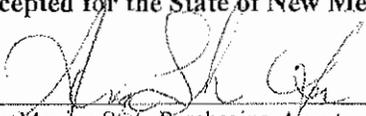
Title: Water Service Connection Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 29, 2015, to June 28, 2016, at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 06/26/15



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 20-000-00-00043

Price Agreement Amendment No.: Three

Term: June 29, 2012 - June 28, 2015

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p>Invoice: As Requested</p>

Procurement Specialist: Natalie Martinez

Telephone No.: (505) 827-0251

Title: **Water Service Connection Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correct term for price agreement shall be June 29, 2014 thru June 28, 2015.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 4/24/14



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 20-000-00-00043

Price Agreement Amendment No.: Two

Term: June 29, 2012 - June 28, 2015

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p>Invoice: As Requested</p>

Procurement Specialist: Natalie Martinez *NM*

Telephone No.: (505) 827-0251

Title: **Water Service Connection Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 29, 2014 to June 28, 2015 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 4/14/14



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 20-000-00-00043

Price Agreement Amendment No.: One

Term: June 29, 2013 - June 28, 2014

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>

Procurement Specialist: Natalie Martinez

Telephone No.: (505) 827-0251

<p>Invoice:</p> <p style="text-align: center;">As Requested</p>

Title: Water Service Connection Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 29, 2013 to June 28, 2014 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 6/28/13



State of New Mexico
General Services Department
Statewide Price Agreement

<p>Awarded Vendor 3 Vendors – See Page 7</p> <p>Telephone No. _____</p>

Price Agreement Number: 20-000-00-00043

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 7

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>

Procurement Specialist: Natalie Martinez *NM*

Telephone No.: (505) 827-0251

<p>Invoice: As Requested</p>

Title: **Water Service Connection Equipment**

Term: **June 29, 2012 thru June 28, 2013**

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Jonie J. Beckler

 New Mexico State Purchasing Agent

Date: 06/27/12

[Handwritten initials]

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00043

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00043

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failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information <http://www.insurenwnewmexico.state.nm.us/default.aspx>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.
5. For purposes of this New Mexico Employees Health Coverage Form, the following terms have the following meanings:
 - (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Offeror who performs the majority of the employee's work for Offeror within the State of New Mexico, regardless of the location of Offeror's office or offices; and
 - (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Signature of Offeror: _____ Date _____

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

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C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph 21, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000046189
Baker Utility Supply
2351 Aztec Road NE
Albuquerque, New Mexico 87107
(505) 884-0990

Delivery: 1-2 weeks

(AB) 0000005694
HD Supply Waterworks Ltd.
6135 2nd Street NW
Albuquerque, New Mexico 87107
(505) 344-0223

Delivery: 2-3 weeks ARO

(AC) 0000045291
Santa Fe Winnelson Company
1351-A Rufina Circle
Santa Fe, New Mexico 87507
(505) 471-4141

Delivery: 10 days ARO

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Establish a Statewide Price Agreement for Water Service Connection Equipment intended to facilitate the purchase of equipment or materials directly related to the installation of water meters and service lines. Only equipment or materials directly related to water service installations, both domestic and commercial, are to be eligible for purchase under the Price Agreement. Sale of equipment or materials under the auspices of this Price Agreement that are not related to water service installation will be grounds for termination of the Price Agreement. Water meters, meter reading equipment and utility system software are available to public entities under a separate agreement.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Determination for award shall be based upon the lowest total cost of all items listed within the "cost proposal" section and the bidders' abilities to meet the "minimum and submittal requirements" of the Invitation to Bid. This may be a multiple award contract.

Prepay freight and add to invoice as a separate item.

Bids are solicited for a discount on manufacturer's list price on the equipment or materials listed in this Invitation to Bid. It should be understood that the discount offered would also apply to all equipment to be furnished under the agreement.

The items listed are representative, and do not include all of the equipment and materials to be made available under this Price Agreement. The award will be made based on consideration of the overall manufacturers' list price discount, qualifications of the vendor(s), manufacturer(s) and the list prices submitted on the bid of the awarded vendor.

Each bid must contain the following:

1. Manufacturers' name;
2. Manufacturers' list price for the specific items listed;
3. A single discount on manufacturers' list price on all equipment and materials to be furnished under the agreement.

The equipment or materials must be available through a vendor or vendors who maintain an office in New Mexico. Offers of discount on freight, overhead, profit, miscellaneous costs, or for prompt payment are not solicited from the bidder and will not be considered in the award of this Price Agreement.

Qualifications of Manufacturers and Vendors:

Information regarding the qualifications of the manufacturers and vendors must be submitted with the bid and shall include the following:

- 1) Name and address of vendors serving New Mexico including contact person and time doing business in New Mexico
- 2) Name and address of manufacturing facility of the equipment or materials to be furnished
- 3) General description of equipment or materials to be supplied from each manufacturer (equipment or material listed in the following section is the minimum required to be supplied under this Price Agreement)
- 4) Years of experience manufacturing the types of equipment or materials on which bids are submitted (manufacturer submitted, for each submitted)
- 5) Copy of appropriate nationally published manufacturer's warranty for items listed on the bid. A minimum one (1) year warranty is required on all equipment or materials

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This list is not to be considered exhaustive; additional equipment or materials, directly related to the installation of water services, may be provided under this Price Agreement:

- 1) corporation valve (corp stop)
- 2) curb valve (curb stop)
- 3) curb box
- 4) service saddle
- 5) meter yoke
- 6) meter valve
- 7) check valve
- 8) miscellaneous installation fittings meter box, cover & lid, plastic, fiberglass
- 9) cast and iron material (including combination setter/meter box)
- 10) Polyethylene (PE) pressure pipe and tubing, 1/2-inch through 3-inch copper tubing, 1/2-inch through 1-inch.

Equipment or materials supplied under this Price Agreement shall be in accordance with the appropriate industry standard.

Reference standards include:

- 1) American Water Works Association
- 2) American Society for Testing and Materials
- 3) NSF International
- 4) American National Standards Institute
- 5) American Public Water Works Association

After award of this Price Agreement, the awarded vendor must be prepared to provide evidence that the equipment or materials comply with the appropriate reference standards. This Price Agreement may be terminated or alternatively, qualified products must be offered in place of the products in noncompliance.

Inspection of Equipment or Materials:

All user agencies will be allowed to inspect the equipment or materials provided by the awarded vendor. Sample equipment or materials must be made available for inspection at the New Mexico vendor location within a reasonable time of a request to do so by the purchasing entity.

Technical Specification, with Reference Standard, of Bid Items:

1. Ball corporation valve, 3/4-inch, ANSI/AWWA C800, double O-ring stem seal, stainless steel reinforced seat seal, inlet - AWWA iron pipe, outlet - FIP, 360-degree stem rotation, 300 psig maximum working pressure, fluorocarbon coated ball, Mueller 300 Series, or equal.
2. Ball curb valve, 3/4-inch, ANSI/AWWA C800, double O-ring stem seal, stainless steel reinforced seat seal, copper flare nut - both ends, quarter turn check, 300 psig maximum working pressure, fluorocarbon coated ball, Mueller 300 Series or equal.
3. Service saddle, 2-piece, 6-inch, ANSI/AWWA C800, O-ring o-resealed, suitable for or AWWA C-900 cast iron O.D. size PVC pipe, 3/4" AWWA FIPT outlet tap, Mueller H-13000 Series or equal.
4. Copper meter yoke, plain, 3/4-inch, AWWA C800, horizontal inlet and outlet, FIPT, lead free solder, Mueller, or equal.
5. Ball angle meter valve, 3/4-inch, ANSI/AWWA C800, double O-ring stem seal, stainless steel reinforced seat O-ring, copper flare nut - both ends, quarter turn check, 300 psig maximum working pressure, fluorocarbon coated ball, Mueller 300 Series, or equal.
6. Polyethylene (PE) pipe, 1-inch nominal diameter, ANSI/AWWA C901-96, 160 psi pressure class.

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Vendor Information:

Name _____
 Address _____

 Contact name _____
 Telephone _____
 Fax _____
 Email _____

Period of time doing business in New Mexico _____

Copies of manufacturers' warranties' for each type of materials listed on bid form must be provided with bid.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	%	Disc.	Discount off manufacturer's list price	(AA) 30.0% (AB) 20.0% (AC) 45%



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 2 Vendors Telephone No. _____

Price Agreement Number: 41-000-13-00007

Price Agreement Amendment No.: One

Term: January 2, 2014 thru January 1, 2016

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Sandra Lujan 

Telephone No.: (505) 827-0242

Invoice: <p style="text-align: center;">As Requested</p>

Title: Cold Water Meters, Encoding & Reading Equipment and Utility System Software

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 2, 2015 to January 1, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 12/22/14

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

sl




State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor 2 Vendors Telephone No. _____

Price Agreement Number: 41-000-13-00007

Payment Terms: Net 30

F.O.B.: Destination

Delivery: 4 weeks aro

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Sandra Lujan 

Telephone No.: 505-827-0242

Invoice: As Requested

Title: **Cold Water Meters, Encoding & Reading Equipment and Utility System Software**

Term: **January 2, 2014 thru January 1, 2015**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: **12/18/2013**

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

sl 

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government.

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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(AA)0000046189
Baker Utility Supply Corp.
2351 Aztec RD NE
Albuquerque, NM 87107
(505)884-0990

Payment Terms: Net 30
FOB: Destination
Delivery: 4 Weeks Aro

(AB)0000005694
HD Supply Waterworks Ltd.
6135 2nd Street NW
Albuquerque, NM 87107
(505)344-0223

Payment Terms: Net 30
FOB: Destination
Delivery: Stock-4 Weeks Aro

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Purchasing Agreement

Cold Water Meters, Encoding & Reading Equipment and Utility System Software

General Requirements

Manufacturer

All equipment offered shall be of a single manufacturer. The manufacturer shall have a minimum of five years of manufacturing and field experience with the model of Meter quoted. Only one model of Meter that complies with these specifications shall be submitted in each size category. The manufacturer of the equipment offered must have a minimum of ten years' experience manufacturing water Meters. The manufacturer shall have a minimum of five years of manufacturing and field experience with the Encoded Registers quoted. The manufacturer shall have a minimum of three years of manufacturing and field experience with the Remote Receptacle unit quoted. The manufacturer shall have a minimum of two years of manufacturing and field experience with the Radio Frequency Capable Reader quoted. The manufacturer shall have a minimum of two years of manufacturing and field experience with the Meter Transceiver Unit quoted. The manufacturer shall have a minimum of two years of manufacturing and field experience with the Telephone Meter Reading equipment, if quoted.

Warranties

The bidder must submit a copy of its most current nationally published warranty statements for all equipment bid. These statements will be considered in the evaluation of bid submittals.

Installation, Maintenance and Operating Instructions

The bidder must submit current installation, maintenance and operating instructions for all equipment or software offered.

Sales, Service and Parts Availability

The bidder must submit the name(s), location(s) and a statement of qualification of the business(s) that will provide sales, service and replacement parts. Information submitted shall include ordering procedures, replacement part availability, typical order lead-time, length of time the business(s) has been operating in the water utility field, base charge and hourly service rates. Submit a description of start-up services available and associated cost, if any. Qualifications to perform technical assistance are requested but not required. Technical assistance will be at the request of the purchasing entity, terms to be negotiated with the purchasing entity. Technical assistance qualification will not be considered in evaluation of the bid. Proposals for maintenance agreements, meter reading and billing services will be accepted, with the understanding that they are optional and will not be considered in the final bid award.

Term of the Agreement

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Price

The prices quoted in the bid shall remain in effect until the manufacturer imposes a regular price increase, but for not less than one year from the date of award of the Purchasing Agreement. Subsequent price increases shall also reflect regular price increases by the manufacturer and shall remain in effect for not less than one year from the time of their imposition. Price increases shall reflect a proportional increase for each quantity category, not an across the board increase. For example, if the manufacturer imposes a 5% increase in the base price for a single unit, the price increase for a single unit in any purchase quantity shall only increase by 5%, not by the dollar amount of the single unit price increase. This requirement shall apply to all Bid Items listed.

Additional Bidding Requirements

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Prices must be submitted for each quantity listed on the Bid Form. Quantities are for the purpose of evaluating the bid and should not be interpreted as a commitment to purchase that quantity. It is anticipated that orders will be placed in varying quantities by different purchasing entities. All items, except Optional Bid Items, must be bid, unless a completely functional system, of the type described, can be achieved without certain components or if a specification section explicitly states that certain items are optional to bid. In the case where items are eliminated but a completely functional system is still achieved, information explaining the operation of such a system must be supplied with the bid.

Specifications

Cold Water Meters – Positive Displacement Type, Bid Items 001-065
Sizes: 5/8", 5/8"x3/4", 3/4", 1", 1-1/2" and 2"

Standard

All meters provided shall conform to the "Standard Specifications for Cold Water Meters", C-700, latest revision issued by the American Water Works Association (AWWA) or as otherwise stated. The omission of certain aspects of water meters in these specifications is not intended to imply that the AWWA Standard C-700, latest revision, does not apply. All meters shall be lead free as defined in the Reduction of Lead in Drinking Water Act.

Type

Water meter shall be of the magnetic drive, positive displacement type with sealed register.

Size

Shall conform to the AWWA Standard C-700, most recent revision.

Length

Shall conform to the AWWA Standard C-700, most recent revision.

Capacity

Shall conform to the AWWA Standard C-700, most recent revision.

Main Casing

The outer main case shall be lead free as defined in the Reduction of Lead in Drinking Water Act and shall have the direction of flow cast into it. The serial number shall be permanently affixed or stamped into the case so that it can be read from directly above the water meter. A removable, cast iron, bronze or plastic bottom frost cap shall be provided. The meter must be adaptable to a programmable encoder type register without interruption of water service.

Register

The register shall be of the straight reading sealed magnetic drive type and shall contain a minimum of six (6) numeral wheels. It shall register the total water flow in U.S. gallons or cubic feet as requested by the User. The register shall contain a center sweep pointer dial that indicates water flow in U.S. gallons or cubic feet as requested by the User. The register shall have a tamperproof seal or tamper indicator and be capable of inline replacement. The register shall incorporate a low flow indicator for leak detection. A clear register lens shall be warranted to be "fog proof" for the life of the meter at temperatures from 0°C to 50°C.

Measuring Chamber

Shall conform to the AWWA Standard C-700, most recent revision.

Pressure Requirement

Shall conform to the AWWA Standard C-700, most recent revision.

Manufacturer

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The manufacturer of the meters offered shall have a minimum of five years of manufacturing and field experience with the model of meter quoted. Only one model of meter that complies with these specifications shall be submitted in each size category. The manufacturer of the meters offered must have a minimum of ten years' experience manufacturing water meters.

Warranties

The bidder must submit a copy of its most current nationally published warranty statements for water meter main casings, registers and measuring chambers. These statements will be considered in the evaluation of bid submittals.

Direct-Reading, Remote-Registration Systems for Cold-Water Meters, Bid Item 066-070

Standard

All components provided shall conform to the "Direct-Reading, Remote-Registration Systems for Cold-Water Meters", C-706, latest revision issued by the AWWA or as otherwise stated. The omission of certain aspects of water meter registers in these specifications is not intended to imply that the AWWA Standard C-706, latest revision, does not apply.

Meter Register Assembly

Shall conform to the AWWA Standard C-706, most recent revision.

Signal-Transmission Assembly

Shall conform to the AWWA Standard C-706, most recent revision.

Transmission Wire

Shall conform to the AWWA Standard C-706, most recent revision.

Remote-Counter Assembly

Shall conform to the AWWA Standard C-706, most recent revision.

Accuracy

Shall conform to the AWWA Standard C-706, most recent revision.

Encoder-Type, Remote-Registration Systems for Cold-Water Meters, Bid Items 071-104

Standard

All components provided shall conform to the "Encoder-Type Remote-Registration Systems for Cold-Water Meters", C-707, latest revision issued by the AWWA or as otherwise stated. The omission of certain aspects of water meter registers in these specifications is not intended to imply that the AWWA Standard C-707, latest revision, does not apply.

Meter Register Assembly

Shall conform to the AWWA Standard C-707, most recent revision.

Signal Encoder Assembly

Shall conform to the AWWA Standard C-707, most recent revision. The assembly shall not require an electrical power source for operation, other than an induced current received through the Remote Receptacle Assembly.

Transmission Wire or Cable

Shall conform to the AWWA Standard C-707, most recent revision. Bidder shall submit additional information for cable assembly lengths that differ substantially from lengths shown on the Bid Form (Bid Items No. 77-81).

Remote Receptacle Assembly

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Shall conform to the AWWA Standard C-707, most recent revision. A pitlid-mounted assembly and a wall-mounted assembly shall both be included in the bid. The materials of construction shall be durable, corrosion resistant, unaffected by water and condensation and resistant to ultraviolet degradation.

Portable Data-Acquisition Unit or Laptop Computer

Portable Data-Acquisition Unit shall conform to the AWWA Standard C-707, most recent revision. The unit shall capture data and store it digitally. The unit shall be capable of receiving and storing route data from a PC equipped with the Utility System Software. The unit shall be capable of manual entry of meter reading data and free from user notes. The activation of the meter reading through use of the probe may or may not require depression of a button. The unit shall be equipped with a rechargeable, field replaceable battery.

Portable Data-Acquisition Unit Software

The Portable Data-Acquisition Unit shall come pre-programmed with software that enables it to receive and store the meter reading and route data and display the data on the Portable Visual-Display Unit. The software shall be compatible with the utility System Software and include any necessary technical support for billing software interface as part of the equipment purchase price so that data can be downloaded to the Portable Data-Acquisition Unit and also so that data shall be available to the Utility System Software for uploading. The data shall include, at a minimum, meter reading in gallons or cubic feet, date and time of reading, mode of read (manual or automatic), error message and meter identification number. The software shall have the capability to be reprogrammed by the user. Information on operation and programming of the unit must be included with the bid proposal.

Portable Visual-Display Unit or Laptop Computer

Shall conform to the AWWA Standard C-707, most recent revision. Unit to be included in bid for the Portable Data-Acquisition Unit.

Probe

Shall conform to the AWWA Standard C-707, most recent revision.

Charging/Data Transfer Unit

Shall conform to the AWWA Standard C-707, most recent revision.

Error Indication

Shall conform to the AWWA Standard C-707, most recent revision.

Utility System Software

Software shall be compatible with Windows operating systems (User specified) and operate on an IBM compatible personal computer (PC), laptop or personal device. The bidder shall note prices for each type of Software if different prices apply to the various operating systems. It shall be menu driven. The bidder shall supply minimum computer hardware requirements for Software operation. The Software shall have the capability to integrate data received from proximity read, radio read systems or manually entered data with no re-programming other than the loading of additional vendor supplied software. It shall have the capability to bi-directionally communicate with a hand-held meter reading device through a connection from the PC to the charging/data transfer unit. If a Radio Meter Reading System is installed, the Software shall have the capability to bi-directionally communicate with the radio system hand-held or mobile unit. The software shall have the capability of interfacing with billing software stored on a PC, laptop or personal device. It shall receive route data from the billing software and return meter reading data to the billing software. Route data shall be readily altered by the user, allowing splitting of routes and combining of routes in whatever combination desired. The Software shall have the capability of being configured to match file transfer requirements of typical billing software for both the input and export files. The Software shall have the capability of generating standard reports that shall include, at a minimum, route assignments, read meters and unrcad meters.

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Information regarding Software operation, upgrading and alteration shall be provided with the bid proposal. Up to four hours of software training shall be provided upon request by the purchaser as part of the Software purchase price.

Upgradability

The system shall have the capability of being upgraded to a Radio Meter Reading System without replacement of the meter or register.

Radio Meter Reading System, Bid Items 105-122 and 123-137 (note: Bid Items 123-137 are optional)

General

The system shall be comprised of three major components: a hand-held or mobile Radio Frequency (RF) Capable Reader, a Data Storage/Transceiver Device, and an electronic solid state Encoder. All equipment must comply with current Federal Communications Commission (FCC) regulations. Installation and operating instructions, for all components, shall be submitted with the bid proposal.

Radio Frequency Capable Reader

The RF Capable Reader shall be a microprocessor based data collection system, available in a hand-held or portable, vehicle mountable mobile system. The bidder is required to submit a bid on at least one type of RF Capable Reader. The RF Capable Reader must be designed for both radio frequency meter reads and manual reads. Preprogrammed information to be received by the data collection system shall include, at a minimum, meter reading in gallons or cubic feet, as designated by the User, date and time of reading, mode of read (manual or RF), error message and meter identification number. The software and software upgrades shall have the capability to be reprogrammed by the user. Information on operation and programming of the unit must be included with the bid proposal. A minimum of one thousand (1000) meter readings must be stored in the RF Capable Reader without loss of data. The hand-held unit shall be powered by a rechargeable battery(s) and the mobile unit shall be capable of operating on 12-volt DC through a cigarette lighter adapter. The hand-held unit shall be capable of operating a minimum of 12 hours on the rechargeable battery system. The data collection system shall be capable of data transfer to the User's PC through an industry standard communications port. The RF Capable Reader, whether hand-held or portable, shall have a separate battery backup system for data storage in the case of failure of the 12-volt DC system or the rechargeable battery system. Peripheral equipment to be provided includes radio antennae (magnetic mount type for mobile system), visual display or laptop computer, cables necessary for a complete operational system, alphanumeric keyboard, charging/data transfer unit (hand-held unit only), sturdy carrying case (mobile system) or integral plastic case (hand-held unit).

Meter Transceiver Unit

Each Meter Transceiver Unit shall have a unique factory programmed, permanent identification number. No programming shall be required for the installed Unit to be fully functional. The Unit must be capable of being submerged in water, such as in a meter box, without altering its functionality or if of a wall mount design shall be splash resistant as specified in NEMA 4 standard. The bidder must submit, at a minimum, a bid for a meter box mounted Unit. The meter box mounted Unit shall mount in an industry standard 1-3/4" hole. The Unit shall be battery powered. Battery life expectancy shall be at least ten (10) years under normal conditions and when installed according to manufacturer specifications. The battery shall be warranted for a minimum of ten (10) years from date of factory shipment. The Unit must have the capability of having its battery replaced or a new battery connected to it in the field without compromising the Units integrity. The Unit shall be housed in sturdy molded plastic and/or metal housing and contain an integral antenna. The Unit shall be capable of being mounted in an underground meter box. The Unit shall have sufficient length wires to allow for opening of meter box and removal of the Unit without jeopardizing the electrical connections. The Unit shall operate with a wire length of at least 150 feet. Data must be retrievable at any time or transmitted at least once every four (4) seconds. The unit shall operate in temperatures ranging from -20°F to 135°F.

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Signal Encoder Assembly

Shall conform to the AWWA Standard C-707, most recent revision.

Combined Data Storage/Transceiver Device and electronic solid state Encoder Components shall conform to the AWWA Standard C-707, most recent revision.

System Software

Radio systems must meet the same requirements as Encoder-Type, Remote-Registration Systems for Cold-Water Meters specification for Utility System Software.

Warranties

The bidder must submit a copy of its most current nationally published warranty statements for radio signal based meter reading equipment.

Please submit descriptive literature with bid.

To Provide Statewide coverage, this bid will be awarded to multiple vendors.

Cold Water Meters – Turbine Type, for Customer Service, Bid Items 145-204
Sizes: 1-1/2", 2", 3", 4", 6", & 8"

Standard

All meters provided shall conform to the "Standard Specifications for Cold Water Meters" – C701, latest revision issued by AWWA, or as otherwise stated. The omission of certain aspects of water meters in these specifications is not intended to imply that the AWWA Standard – C701, latest revision, does not apply.

Type

Water meter shall be of the magnetic drive, turbine type with sealed register.

Size

Shall conform to the AWWA Standard C-701, most recent revision.

Length

Shall conform to the AWWA Standard C-701, most recent revision.

Capacity

Shall conform to the AWWA Standard C-701, most recent revision.

Main-Case

The outer main case shall be made of copper alloy and shall have the direction of flow cast into it. The meter must be adaptable to a programmable encoder type register without interruption of water service.

Main-Case Connections

Main-case connections shall conform to AWWA C-701, Table 3. For bidding purposes, flanged connections shall be used. Companion flanges, gaskets, bolts and nuts are included in the contract, but are not included as bid items.

Register

Shall conform to the AWWA Standard C-701, most recent revision. The register on the meter bid shall contain a center sweep pointer dial that indicates water flow in U.S. gallons or cubic feet. A clear register lens shall be warranted to be "fog proof" for the life of the meter at temperatures from 0°C to 50°C.

Measuring Chamber

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Shall conform to the AWWA Standard C-701, most recent revision.

Pressure Requirement

Shall conform to the AWWA Standard C-701, most recent revision.

Manufacturer

The manufacturer of the meters offered shall have a minimum of five years of manufacturing and field experience with the model of meter quoted. Only one model of meter that complies with these specifications shall be submitted in each size category. The manufacturer of the meters offered must have a minimum of ten years' experience manufacturing water meters.

Warranties

The bidder must submit a copy of its most current nationally published warranty statements for water meter main casings, registers and measuring chambers. These statements will be considered in the evaluation of bid submittals.

Cold Water Meters – Compound Type, Bid Items 205-244

Sizes: 2", 3", 4", & 6"

Standard

All meters provided shall conform to the "Standard Specifications for Cold Water Meters" – C702, latest revision issued by AWWA, or as otherwise stated. The omission of certain aspects of water meters in these specifications is not intended to imply that the AWWA Standard – C702, latest revision, does not apply.

Type

Water meter shall be of the magnetic drive, compound type with sealed registers, one positive displacement meter for measuring low flows and one AWWA Class II turbine meter for measuring high flows, with an automatic valve mechanism for diverting low rates of flow through the bypass meter.

Size

Shall conform to the AWWA Standard C-702, most recent revision.

Length

Shall conform to the AWWA Standard C-702, most recent revision.

Capacity

Shall conform to the AWWA Standard C-702, most recent revision.

Main-Case

The outer main case shall be made of copper alloy and shall have the direction of flow cast into it. The meter must be adaptable to a programmable encoder type register without interruption of water service.

Main-Case Connections

Main-case connections shall conform to AWWA C-702, Table 4. Companion flanges, gaskets, bolts and nuts are included in the contract, but are not included as bid items.

Register

Shall conform to the AWWA Standard C-702, most recent revision. The register on the meter that is bid shall contain a center sweep pointer dial that indicates water flow in U.S. gallons or cubic feet. A clear register lens shall be warranted to be "fog proof" for the life of the meter at temperatures from 0°C to 50°C.

Measuring Chamber

Shall conform to the AWWA Standard C-702, most recent revision.

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Pressure Requirement

Shall conform to the AWWA Standard C-702, most recent revision.

Manufacturer

The manufacturer of the meters offered shall have a minimum of five years of manufacturing and field experience with the model of meter quoted. Only one model of meter that complies with these specifications shall be submitted in each size category. The manufacturer of the meters offered must have a minimum of ten years' experience manufacturing water meters.

Warranties

The bidder must submit a copy of its most current nationally published warranty statements for water meter main casings, registers and measuring chambers. These statements will be considered in the evaluation of bid submittals.

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
Positive Displacement Type Cold Water Meter, 5/8"					
(with direct read register)					
				(AA)	(AB)
001	1-99			\$ 52.80	\$ 40.47
002	100-499			\$ 52.80	\$ 39.94
003	500-999			\$ 51.91	\$ 38.69
004	1000-2999			\$ 51.91	\$ 37.50
005	3000 or more			\$ 54.46	\$ 37.50
Positive Displacement Type Cold Water Meter, 5/8"					
(with encoder register)					
006	1-99			\$ 93.00	\$ 91.66
007	100-499			\$ 93.00	\$ 88.09
008	500-999			\$ 89.90	\$ 86.30
009	1000-2999			\$ 89.90	\$ 85.11
010	3000 or more			\$ 88.00	\$ 85.11
Positive Displacement Type Cold Water Meter, 5/8" x 3/4"					
(with direct read register)					
011	1-99			\$ 52.80	\$ 40.47
012	100-499			\$ 52.80	\$ 39.94
013	500-999			\$ 51.91	\$ 35.69
014	1000-2999			\$ 51.91	\$ 37.50
015	3000 or more			\$ 51.46	\$ 37.50

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Positive Displacement Type Cold Water Meter, 5/8" x 3/4"
 (with encoder register)

016	1-99	\$ 93.00	\$ 91.66
017	100-499	\$ 93.00	\$ 88.09
018	500-999	\$ 89.90	\$ 86.30
019	1000-2999	\$ 89.90	\$ 85.11
020	3000 or more	\$ 88.00	\$ 85.11

Positive Displacement Type Cold Water Meter, 3/4" x 3/4" (with direct read register)

021	1-99	\$ 77.49	\$ 69.04
022	100-499	\$ 77.49	\$ 69.04
023	500-999	\$ 74.95	\$ 63.09
024	1000-2999	\$ 74.95	\$ 58.33
025	3000 or more	\$ 74.36	\$ 58.33

Positive Displacement Type Cold Water Meter, 3/4" x 3/4" (with encoder register)

026	1-99	\$129.00	\$119.64
027	100-499	\$129.00	\$115.47
028	500-999	\$125.00	\$171.45
029	1000-2999	\$125.00	\$165.10
030	3000 or more	\$122.00	\$158.75

Positive Displacement Type Cold Water Meter, 1" (with direct read register)

031	1-99	\$120.00	\$105.26
032	100-499	\$120.00	\$100.25
033	500-999	\$117.00	\$ 93.98
034	1000-2999	\$117.00	\$ 90.22
035	3000 or more	\$115.00	\$ 90.22

Positive Displacement Type Cold Water Meter, 1" (with encoder register)

036	1-99	\$165.00	\$167.91
037	100-499	\$165.00	\$162.90
038	500-999	\$163.00	\$156.64
039	1000-2999	\$163.00	\$152.88
040	3000 or more	\$162.00	\$152.88

Positive Displacement Type Cold Water Meter, 1-1/2" (with direct read register)

041	1-99	\$300.00	\$263.80
042	100-499	\$300.00	\$250.63
043	500-999	\$297.00	\$244.35
044	1000-2999	\$297.00	\$238.09
045	3000 or more	\$295.00	\$231.88

Positive Displacement Type Cold Water Meter, 1-1/2" (with encoder register)

046	1-99	\$355.00	\$325.80
047	100-499	\$355.00	\$313.28
048	500-999	\$353.00	\$307.01
049	1000-2999	\$353.00	\$300.75
050	3000 or more	\$350.00	\$294.48

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		Positive Displacement Type Cold Water Meter, 2" (with direct read register)	
051	1-99	\$438.00	\$338.34
052	100-499	\$438.00	\$325.80
053	500-999	\$435.00	\$319.54
054	1000-2999	\$435.00	\$307.01
055	3000 or more	\$433.00	\$300.75
		Positive Displacement Type Cold Water Meter, 2" (with encoder register)	
056	1-99	\$495.00	\$401.00
057	100-499	\$495.00	\$388.47
058	500-999	\$492.00	\$382.20
059	1000-2999	\$492.00	\$307.01
060	3000 or more	\$490.00	\$300.75
		Straight Reading Register	
061	1-99	\$ 30.00	\$ 23.46
062	100-499	\$ 30.00	\$ 23.46
063	500-999	\$ 28.00	\$ 23.46
064	1000-2999	\$ 28.00	\$ 23.46
065	3000 or more	\$ 25.00	\$ 23.46
		Direct Reading, Remote Registration Systems for Cold Water Meters	
066	1-99	\$ 57.00	\$ 65.47
067	100-499	\$ 57.00	\$ 64.28
068	500-999	\$ 55.00	\$ 63.09
069	1000-2999	\$ 55.00	\$ 61.90
070	3000 or more	\$ 53.00	\$ 61.90
		Encoder-Type, Remote Registration Systems for Cold Water Meters	
071	1-99	\$ 57.00	\$ 65.47
072	100-499	\$ 57.00	\$ 64.28
073	500-999	\$ 55.00	\$ 63.09
074	1000-2999	\$ 55.00	\$ 61.90
075	3000 or more	\$ 53.00	\$ 61.90
076	1	\$ 4,700.00	\$ 4,000.00
		Remote Receptacle, Pitlid Mounted (including 6 foot signal transmission assembly)	
077	1-99	\$ 24.00	\$ 28.33
078	100-499	\$ 24.00	\$ 28.33
079	500-999	\$ 23.00	\$ 26.66
080	1000-2999	\$ 23.00	\$ 25.33
081	3000 or more	\$ 22.00	\$ 24.00
		Remote Receptacle, Wall Mounted	
082	1-99	\$ 24.00	\$ 14.60
083	100-499	\$ 24.00	\$ 14.60
084	500-999	\$ 23.00	\$ 14.60
085	1000-2999	\$ 23.00	\$ 14.60
086	3000 or more	\$ 22.00	\$ 14.60

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		Signal Transmission Wire & Connectors		
087	500 ft. roll		\$100.00	\$ No Bid
088	1000 ft. roll		\$170.00	\$101.50
089	Per 100	Connectors	\$ 27.50	\$ 57.00
090	Per 1000	Connectors	\$270.00	\$450.00
091	1	Probe	\$3,500.00	\$1,000.00
092	1	Charging/Data Transfer Unit	\$ 550.00	\$ 535.00
093	1	Utility System Software	\$4,500.00	\$3,125.00
094	1	Hand-Held RF Capable Reader (including rechargeable battery system, antenna, visual display, keypad & case)	\$5,500.00	\$5,312.00
095	1	Charging/Data Transfer Unit	\$ 550.00	\$ 535.00
096	1	Spare Rechargeable Battery System (for Hand -Held RF Capable Reader)	\$ 450.00	\$ 205.39
097	1	Communication Cable (PC to Charging/Data Transfer Unit)	\$ 50.00	\$ 47.00
098	1	Mobile RF Capable Reader (including visual display, keypad & case)	\$15,400.00	\$7,500.00
099	1	12 VDC Cigarette Lighter Adapter	\$ 90.00	\$ 226.19
100	1	Magnetic Mount Antenna	\$ 230.00	\$ 116.66
101	1	Communication Cable (RF Capable Reader or Laptop to PC)	\$ 50.00	\$ 47.00
		Meter Transceiver Unit (including wiring harness & any specialized mounting hardware)		
102	1-99		\$105.00	\$111.30
103	100-499		\$100.00	\$111.30
104	500-999		\$ 96.00	\$107.14
105	1000-2999		\$ 96.00	\$105.95
106	3000 or more		\$ 94.00	\$104.75
		Spare Battery (for Meter Transceiver Unit)		
107	1-99		No Bid	\$ 28.17
108	100-499			\$ 28.17
109	500-999			\$ 27.50
110	1000-2999			\$ 26.25
111	3000 or more			\$ 25.00

Optional Bid Items:

		Integrated Encoder/RF interface unit, for indoor mounting (bid as add-on to all types of meters)		
112	1-99		\$165.00	\$148.80
113	100-499		\$165.00	\$142.85
114	500-999		\$162.00	\$140.47
115	1000-2999		\$160.00	\$136.90
116	3000 or more		\$160.00	\$136.90

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Integrated Encoder/RF interface unit, for pit mounting (bid as add-on to all types of meters)

117	1-99	\$165.00	\$175.61
118	100-499	\$165.00	\$166.66
119	500-999	\$162.00	\$164.28
120	1000-2999	\$160.00	\$160.00
121	3000 or more	\$160.00	\$160.00

Meter Transceiver Unit, Wall Mounted, Radio Read System

122	1-99	\$105.00	\$ 91.07
123	100-499	\$100.00	\$ 91.07
124	500-999	\$ 96.00	\$ 91.07
125	1000-2999	\$ 96.00	\$ 89.28
126	3000 or more	\$ 94.00	\$ 88.09

Turbine Type Cold Water Meter, 1-1/2" (with direct read register)

127	1-99	\$510.00	\$464.28
128	100-499	\$510.00	\$464.28
129	500-999	\$500.00	\$464.28
130	1000-2999	\$500.00	\$464.28
131	3000 or more	\$495.00	\$464.28

Turbine Type Cold Water Meter, 1-1/2" (with encoder register)

132	1-99	\$590.00	\$511.90
133	100-499	\$590.00	\$511.90
134	500-999	\$575.00	\$511.90
135	1000-2999	\$575.00	\$511.90
136	3000 or more	\$550.00	\$511.90

Turbine Type Cold Water Meter, 2" (with direct read register)

137	1-99	\$595.00	\$488.09
138	100-499	\$595.00	\$488.09
139	500-999	\$590.00	\$488.09
140	1000-2999	\$590.00	\$488.00
141	3000 or more	\$575.00	\$488.09

Turbine Type Cold Water Meter, 2" (with encoder register)

142	1-99	\$675.00	\$535.71
143	100-499	\$675.00	\$535.71
144	500-999	\$665.00	\$535.71
145	1000-2999	\$665.00	\$535.71
146	3000 or more	\$650.00	\$535.71

Turbine Type Cold Water Meter, 3" (with direct read register)

147	1-99	\$675.00	\$1,031.55
148	100-499	\$675.00	\$1,031.55
149	500-999	\$665.00	\$1,031.55
150	1000-2999	\$665.00	\$1,031.55
151	3000 or more	\$650.00	\$1,031.55

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		Turbine Type Cold Water Meter, 3" (with encoder register)		
152	1-99		\$755.00	\$1,102.35
153	100-499		\$755.00	\$1,102.35
154	500-999		\$750.00	\$1,102.35
155	1000-2999		\$750.00	\$1,102.35
156	3000 or more		\$740.00	\$1,102.35
		Turbine Type Cold Water Meter, 4" (with direct read register)		
157	1-99		\$1,025.00	\$1,482.35
158	100-499		\$1,025.00	\$1,482.35
159	500-999		\$1,015.00	\$1,482.35
160	1000-2999		\$1,015.00	\$1,482.35
161	3000 or more		\$1,000.00	\$1,482.35
		Turbine Type Cold Water Meter, 4" (with encoder register)		
162	1-99		\$1,105.00	\$1,529.41
163	100-499		\$1,105.00	\$1,529.41
164	500-999		\$1,100.00	\$1,529.41
165	1000-2999		\$1,100.00	\$1,529.41
166	3000 or more		\$1,075.00	\$1,529.41
		Turbine Type Cold Water Meter, 6" (with direct read register)		
167	1-99		\$2,525.00	\$2,747.05
168	100-499		\$2,525.00	\$2,747.05
169	500-999		\$2,500.00	\$2,747.05
170	1000-2999		\$2,500.00	\$2,747.05
171	3000 or more		\$2,450.00	\$2,747.05
		Turbine Type Cold Water Meter, 6" (with encoder register)		
172	1-99		\$2,600.00	\$2,794.11
173	100-499		\$2,600.00	\$2,794.11
174	500-999		\$2,575.00	\$2,794.00
175	1000-2999		\$2,575.00	\$2,794.11
176	3000 or more		\$2,550.00	\$2,794.11
		Turbine Type Cold Water Meter, 8" (with direct read register)		
177	1-99		\$2,740.00	\$4,578.82
178	100-499		\$2,740.00	\$4,578.82
179	500-999		\$2,700.00	\$4,578.82
180	1000-2999		\$2,700.00	\$4,578.82
181	3000 or more		\$2,650.00	\$4,578.82
		Turbine Type Cold Water Meter, 8" (with encoder register)		
182	1-99		\$2,825.00	\$4,625.88
183	100-499		\$2,825.00	\$4,625.88
184	500-999		\$2,800.00	\$4,625.88
185	1000-2999		\$2,800.00	\$4,625.88
186	3000 or more		\$2,700.00	\$4,625.88

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		Compound Type Cold Water Meter, 2" (with direct read register)	
187	1-99	\$1,235.00	\$1,136.90
188	100-499	\$1,235.00	\$1,136.90
189	500-999	\$1,210.00	\$1,136.00
190	1000-2999	\$1,210.00	\$1,136.00
191	3000 or more	\$1,200.00	\$1,136.00
		Compound Type Cold Water Meter, 2" (with encoder register)	
192	1-99	\$1,400.00	\$1,232.14
193	100-499	\$1,400.00	\$1,232.14
194	500-999	\$1,375.00	\$1,232.14
195	1000-2999	\$1,375.00	\$1,232.14
196	3000 or more	\$1,350.00	\$1,232.14
		Compound Type Cold Water Meter, 3" (with direct read register)	
197	1-99	\$1,465.00	\$1,996.47
198	100-499	\$1,465.00	\$1,996.47
199	500-999	\$1,450.00	\$1,996.47
200	1000-2999	\$1,450.00	\$1,996.47
201	3000 or more	\$1,425.00	\$1,996.47
		Compound Type Cold Water Meter, 3" (with encoder register)	
202	1-99	\$1,530.00	\$2,090.58
203	100-499	\$2,530.00	\$2,090.58
204	500-999	\$1,515.00	\$2,090.58
205	1000-2999	\$1,515.00	\$2,090.58
206	3000 or more	\$1,500.00	\$2,090.58
		Compound Type Cold Water Meter, 4" (with direct read register)	
207	1-99	\$2,440.00	\$2,664.70
208	100-499	\$2,440.00	\$2,664.70
209	500-999	\$2,420.00	\$2,664.70
210	1000-2999	\$2,420.00	\$2,664.70
211	3000 or more	\$2,400.00	\$2,664.70
		Compound Type Cold Water Meter, 4" (with encoder register)	
212	1-99	\$2,600.00	\$2,758.82
213	100-499	\$2,600.00	\$2,758.82
214	500-999	\$2,575.00	\$2,758.82
215	1000-2999	\$2,575.00	\$2,758.82
216	3000 or more	\$2,500.00	\$2,758.82
		Compound Type Cold Water Meter, 6" (with direct read register)	
217	1-99	\$3,575.00	\$4,436.78
218	100-499	\$3,575.00	\$4,436.78
219	500-999	\$3,550.00	\$4,436.78
220	1000-2999	\$3,550.00	\$4,436.78
221	3000 or more	\$3,400.00	\$4,436.78

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Compound Type Cold Water Meter, 6" (with encoder register)

222	1-99		\$3,750.00	\$4,528.73
223	100-499		\$3,750.00	\$4,528.73
224	500-999		\$3,500.00	\$4,528.73
225	1000-2999		\$3,500.00	\$4,528.73
226	3000 or more		\$3,400.00	\$4,528.73

(2) Add-Ons:

Bronze Top 5/8" through 1"	\$ 6.25 ea.
Bronze Bottom 5/8" and 5/8" x 3/4"	\$ 5.62 ea.
Bronze Bottom 3/4"	\$ 7.50 ea.
Bronze Bottom 1"	\$16.25 ea.

226 Items Total