



CITY OF FARMINGTON
800 MUNICIPAL DRIVE
FARMINGTON, NEW MEXICO 87401

Kilowatt Hour and Demand Meters
BID #14-103533
April 15, 2014
2:00 P.M.

TITLE PAGE	PAGE 1
ACKNOWLEDGMENT OF RECEIPT FORM	PAGE 2
INVITATION TO BID	PAGES 3-7
NOTICE TO BIDDERS.....	PAGE 8
SPECIFICATIONS	PAGES 9-14
BID SCHEDULE.....	PAGES 15-17

Kilowatt Hour and Demand Meters
BID #14-103533
April 15, 2014
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the distribution packet #14-103533, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Bid Schedule, for a total of 17 pages.

In order to receive copies of all future communications, relating to, and including amendments to this distribution packet #14-103533, return this acknowledgement form no later than April 8, 2014 at 2:00 p.m. Returning this form is not mandatory to submit a bid.

FIRM: _____

REPRESENTEDBY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAXNO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document #14-103533

Firm **does/does not (circle one)** intend to respond to Kilowatt Hour and Demand Meters, #14-103533

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

Return To:

Emily Foucault
Buyer II
City of Farmington
Central Purchasing
800 Municipal Drive
Farmington, NM 87401
efoucault@fmtn.org

Telephone Number: 505-599-1370

Fax Number: 505-599-1377

Faxed copies of this form will be accepted.
Faxed Bid responses **will not** be accepted.

INVITATION TO BID

BID TITLE: Kilowatt Hour and Demand Meters
BID #: 14-103533

Sealed bid opening:
CITY OF FARMINGTON
CENTRAL PURCHASING DEPARTMENT
805 MUNICIPAL DRIVE
FARMINGTON, NM 87401
DATE: April 15, 2014 2:00 P.M.

The following ARTICLES are made part of this

Bid:

- Article 1 - General Terms & Conditions
- Article 2 - Special Conditions Supplies
- Article 3 - Special Conditions Equipment
- Article 4 - Special Conditions Vehicles
- Article 5 - Specifications
- Article 6 - Definitions

PURCHASING OFFICER:

/s/ Edward Smylie

Edward Smylie, CPPO

If you have any questions regarding this Invitation to Bid please contact:

BUYER:

/s/ Emily Foucault

Emily Foucault
Telephone Number: (505) 599-1370

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

Sealed bids will be received until the above specified date and local time, then publicly opened at the City of Farmington Central Purchasing Department and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements, and Specifications.

BIDDER MUST COMPLETE THE FOLLOWING AND THIS PAGE MUST BE SUBMITTED WITH BID

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

CONTACT PERSON (please print) TELEPHONE NUMBER

***** To be a valid bid, Bidder must Sign Here ***** Title Email Address

In-State Preference will be applied only to those in-state certified bidders who have completed the following: Bidder has received certification from the State of New Mexico for Resident Bidders Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.

Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this bid: Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Bidder has been issued Certification # _____. Bidder must include their State of New Mexico certificate with their bid. Resident veterans preference certification approval is required at the time of the bid opening to be eligible for resident veterans preference.

Payment Terms: % Days, Net 30 Days After Receipt of Invoice (Discount will not be considered in computing the low bid.)
Federal Tax Identification Number: _____
F.O.B. Point: Destination Delivery: _____ Calendar days
(F.O.B. Point Must be Destination, Unless otherwise indicated by the City of Farmington Purchasing Agent and/or enclosed Contract Documents)

Bidder must check the appropriate box below:
If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):
Addendum No. Dated Addendum No. Dated
Addendum No. Dated Addendum No. Dated

**ARTICLE 1
GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

To assist the City with budget preparation, the bidder shall complete the paragraph on the bid schedule of this bid and shall identify by name each tax bidder believes to be applicable to this bid and shall estimate the amount of each tax which will be charged on the entire bid.

Bidder's may submit more than one bid that meet or exceed specifications listed. Bidder's submitting more than one base bid should submit each bid in a separately sealed envelope labeled according to the requirements specified on

Page 2, Invitation to Bid. Do not submit two base bids in the same envelope. Alternate Bids which offer exceptions to the specifications will be considered and should be submitted in a separately sealed envelope labeled as an alternate.

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

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

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

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

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

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

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

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

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

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

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

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

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

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

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

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

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or

desirable, he shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Bidders shall have no claim against the City for failure to obtain information made available by the City which the Bidder could have remedied through the exercise of due diligence.

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

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

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

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

Purchasing Officer
Central Purchasing Division
City of Farmington
800 Municipal Drive (Mailing Address)

OR

805 Municipal Drive (Physical Location)
Farmington, NM 87401-2663

ARTICLE 2

SPECIAL CONDITIONS SUPPLIES

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

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

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

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

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until

after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

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

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

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

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

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the City's right to request replacement of defective material.

ARTICLE 3

SPECIAL CONDITIONS EQUIPMENT

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

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Agent may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Agent at least 24 hours before the bid opening date.

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

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

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

conclusive.

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

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

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

ARTICLE 4

SPECIAL CONDITIONS VEHICLES

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

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

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

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

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

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

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

ARTICLE 5

SPECIFICATIONS

These specifications are based upon design and performance criteria which have been developed by the City of Farmington as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that

which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

ARTICLE 6

DEFINITIONS

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

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

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

City - The City of Farmington, New Mexico.

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

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

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

State - The State of New Mexico.

CITY OF FARMINGTON, NEW MEXICO
NOTICE TO BIDDERS
Kilowatt Hour and Demand Meters, BID #14-103533
Opening Date: April 15, 2014 @ 2:00 P.M.

Bid documents may be retrieved by accessing the Purchasing page of the City of Farmington website, www.fmtn.org, by calling (505) 599-1373 or visiting the Central Purchasing Office at 805 Municipal Drive, Farmington, New Mexico.

The above document has been issued by the City of Farmington for a competitive solicitation. Interested parties may obtain documents as described above.

Publication Date: March 30, 2014

BID SPECIFICATIONS AND INSTRUCTIONS
KILOWATT HOUR AND DEMAND METERS, BID#14-103533

Resident Veterans Preference

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

Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD **and** the attached Resident Veterans Preference Certification.

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

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

I. REQUIREMENTS

- A. City of Farmington (City) is requesting bids from qualified Bidders to provide kilowatt hour and demand meters to stock the City electric warehouse inventory.
- B. All material quoted must meet or exceed City's specifications. All manufacturers quoted on the bid schedule **must** be pre-approved by the Farmington Electric Utility System's (FEUS) Standards Committee **prior** to this bid. The FEUS Standards Committee meets quarterly, on the second Thursday of the month.
Manufacturers or representatives shall submit a written request for approval to the FEUS Standards Committee, Attention: John Armenta, 101 N. Browning Parkway, Farmington, NM 87401. A product sample or presentation may be required by the FEUS Standard's Committee, depending on the complexity of the equipment.
The FEUS Standards Committee has established a list of eight (8) major utilities they contact to ascertain if product has received their approval. The major utilities must have used the item for a minimum of two (2) years, before the FEUS will consider approval. A minimum of three (3) of the major utilities contacted must affirm approval before the FEUS Standards Committee will approve placing the item on their pre-approved list. Any negative response from the major utilities could result in disapproval of the product.

II. TERM OF BID

- A. The term of the Contract shall be in effect for twelve (12) months, subject to earlier termination or extension pursuant to the Bid provisions and the City of Farmington's Purchase Order General Terms and Conditions.
 - a. The Agreement shall renew automatically, subject to the appropriation of funds by City Council, from year to year for three (3) additional consecutive one-year periods unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew.
 - b. A purchase order contract will be entered into between the City and the successful Bidder(s).

III. TERMINATION FOR CAUSE

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

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

IV. TERMINATION FOR CONVENIENCE OF CITY

- A. The City Manager may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Bidder. If this Contract is terminated due to the fault of

Bidder, Article IV of this Contract relative to termination shall apply and no further compensation or reimbursement to Bidder shall be due. If terminated for any other reason, City will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this Contract.

V. QUANTITIES

- A. Reference Bid Schedule, pages 15-17, quantities listed are estimated annual quantities. The City reserves the right:
1. Not order some on the items on the Bid Schedule.
 2. Order more or less than the quantities listed.
 3. Add and/or delete items.
 - a. Additional items may be added by mutual agreement between Bidder and City. Pricing for the added items will be negotiated with the awarded Bidder.

VI. PRICING

- A. Pricing which is offered pursuant to this solicitation will be firm-fixed for the first (1st) twelve (12) month term of the contract.

VII. MULTI-YEAR PRICE ADJUSTMENTS

- A. In the event the Purchase Order Contract is renewed, the contract unit prices (hereinafter called the "base selling price,") shall remain firm for the duration of the contract, unless otherwise stipulated in the special provision(s) identified below:
1. The contract unit prices to be paid are subject to increase or decrease by an amount equal to the sum of the change as reflected by the *Bureau of Labor Statistics* ("BLS"), *Producers Price Index*, (PPI) not seasonally adjusted, (hereinafter "Special Index") as follows:
 - a. Industry: Electricity and signal testing instruments
 - b. Product: Electrical integrating instruments and other instruments to measure electricity
 - c. Series ID: PCU3345153345159
 - d. Base Period: Annual 2013 is hereinafter the reference "base period."
 2. Price adjustment shall be based on the first published version of the Bureau of Labor Statistics, Producer Price Index. The BLS website address is: <http://www.bls.gov/data/>.
 3. Mechanics of a twelve (12) month period price adjustment – Divide the BLS annual price redetermination index (i.e. Annual 2014) by the base price index (Annual 2013) for the selected PPI Series ID. Multiply the resulting number by the original bid price to establish the new contract price.

The following shall be used only as an **example** to demonstrate the PPI calculation for the twelve (12) month period price adjustment;

Index at time of calculation 115.5
Divided by index at time base price was set 110.0
Equals 1.050

The contract price will increase by 5.0% as follows:

Base price \$1,000
Multiplied by 1.050
Equals adjusted contract price \$1,050

4. Bidder shall provide written notice to the City of any requested price changes at least thirty (30) days prior to those prices taking effect.
5. All price adjustment shall become effective ten (10) days after the price adjustment request has been received, in writing, and accepted by the City.
6. The price adjustments shall not apply to release orders placed and received by the Bidder prior to the effective date of the price adjustment request.
7. In the event the commodities market becomes volatile and the PPI is not allowing sufficient price adjustment due to the volatility of the market, the City reserves the right to negotiate with the awarded Bidder a different price adjustment method. Only the City is in a position to determine its' own best interest, therefore the City shall be the sole judge in determining if the price adjustment method is in the best interest of the City.

VIII. AWARD

- A. Award of the Bid will be to the lowest responsible, responsive Bidder meeting bid specifications.

IX. EMERGENCY ORDERS:

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

X. PROCUREMENT UNDER EXISTING CONTRACTS

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

XI. PAYMENT

- A. For payment due for the materials, the Bidder shall submit invoices after each shipment. Invoice amounts shall be based on the total quantity of items delivered.
- B. The Bidder shall provide an invoice which provides detailed billing for materials provided no later than (90) calendar days after delivery. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the

purchase order number assigned to this Contract.

The invoice shall be addressed as follows:
City of Farmington,
Accounts Payable
800 Municipal Drive
Farmington, NM 87401

CITY OF FARMINGTON - BID SCHEDULE

BID: Kilowatt Hour & Demand Meters, BID # 14-103533 OPENING DATE: April 15, 2014 @ 2:00 PM

ITEM	EST		CITY STOCK NUMBER	DESCRIPTION	MANUFACTURER & M/N	UNIT COST	TOTAL COST
	ANNUAL QTY	UOM					
A.	25	EA	285 060 100	METER, KWH, DMD FM 15/16K CL 480, 120-480 VAC,1/BOX. Approved Manufacturers & Product #'s Only: LANDIS + GYR #4E0G000A-0000 SIEMENS #CE060600-4000			
B.	49	EA	285 060 110	METER, KWH, DMD,FM 15/16S CL 200, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: LANDIS + GYR #4E0B0000-0000 SIEMENS #Q330200-AA			
C.	14	EA	285 060 121	METER,KWH,FOCUS AX,FM 2K, CLASS 480, W/KYZ, 1/BOX. AUTO RANGING VOLTAGE, 240 VAC. Approved Manufacturers & Product #'s Only: LANDIS & GYR CAT #EE161000-0000			
D.	67	EA	285 060 130	METER, KWH DMD FM 2S, CL 200, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: ABB/ELSTER ALPHA+, A1D+, CAT #ZQC30000			
E.	12	EA	285 060 140	METER, KWH, DMD,FM 3S, CL 20, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: ABB/ELSTER #ZQA2000			
F.	3	EA	285 060 200	METER, KWH DMD, FM 4S, CL 20, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: LANDIS & GYR 4E3Q000A-4000 SIEMENS #CEOJ000-4000 ABB/ELSTER #ZQC200000			
G.	192	EA	285 060 210	METER, KWH FM 2S, CL 200 240V, TURTLE READY,4/BOX. Approved Manufacturers & Product #'s Only: LANDIS + GYR #EA11020-A000			
H.	288	EA	285 060 211	METER,FOCUS FM 2S,240V,3W W/AIR POINT MODULE INSTLD. Approved Manufacturers & Product #'s Only: LANDIS+GYR #EA1100WX-0H03			
I.	10	EA	285 060 220	METER, KWH, DMD, FM 12S, CL 200, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: LANDIS + GYR #4E0A0000-0000 SIEMENS #4E00100000-000			
J.	5	EA	285 060 230	METER, KWH,DMD, FM 5/45S, CL 20, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: LANDIS + GYR #4E010000-0000 SIEMENS #4E00100000-000			
K.	14	EA	285 060 240	METER, KWH,DMD, FM 8/9S, CL 20, 120-480 VAC,4/BOX. Approved Manufacturers & Product #'s Only: LANDIS + GYR #4E000000-0000 SIEMENS #4E00100000-000			
L.	3000	EA	285 060 400	METER,FAXRSD PLX,FORM 2S, CLASS 200,240V,4/BX,96/PL. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #DGB10N2X-0H03-0000			
M.	100	EA	285 060 402	METER,AXS4E PLX,FORM 2S, CLASS 200,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F070DX0-0H03-H400			
N.	20	EA	285 060 403	METER,AXS4E PLX,FORM 3S, CLASS 20,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F000DX0-0H03-H400			

CITY OF FARMINGTON - BID SCHEDULE

BID: Kilowatt Hour & Demand Meters, BID # 14-103533 OPENING DATE: April 15, 2014 @ 2:00 PM

O.	20	EA	285 060 404	METER,AXS4E PLX,FORM 4S, CLASS 20,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F3Q0DX0-0H03-H400				
P.	40	EA	285 060 405	METER,AXS4E PLX,FORM 5S, CLASS 20,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F010DX0-0H03-H400				
Q.	40	EA	285 060 409	METER,AXS4E PLX,FORM 9S, CLASS 20,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F000DX0-0H03-H400				
R.	20	EA	285 060 420	METER,AXS4E PLX,FORM 12S, CLASS 200,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F9A0DX0-0H03-H400				
S.	80	EA	285 060 421	METER,AXS4E PLX,FORM 16S, CLASS 200,120-480V,4/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F0B0DX0-0H03-H400				
T.	20	EA	285 060 422	METER,FAX PLX,FORM 2K, CLASS 480,240V,1/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #EGXX0M2X-0H03-1000				
U.	40	EA	285 060 423	METER,AXS4E PLX,FORM 16K, CLASS 480,120-480V,1/BOX. Gridstream PLX PLC Technology. Approved Manufacturers & Products Only: LANDIS+GYR #5F0G0DX0-0H03-H400				
TOTAL BID:								\$

LINE ITEM BID

ALTERNATE AWARD EVALUATION: Whichever deems in the best interest of the City, the City reserves the right to award the bid in total, by groups of items on the basis of individual items or any combination of these; or as otherwise specified in the bid terms unless the bidder qualifies his bid by specific limitations. Only the City is in a position to determine its own best interest, therefore the City shall be the sole judge in determining the award analysis. Its decision shall be final.

EXCEPTIONS TO SPECIFICATIONS: Pursuant to Article 5 of this bid, any exceptions taken shall be noted on Bidder's business letterhead and submitted with this bid.

DELIVERY: All equipment to be delivered to the Municipal Operations Center, Electric Warehouse, 101 N. Browning Parkway, Farmington, NM 87401 between the hours of 8:00 am and 3:30 pm. The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to arriving on site. Contact Emily Foucault, Purchasing Department, 505-599-1370 or Bob Schrag, Warehouse Superintendent, 505-599-8400.

DELIVERY ACCESS - HOURS OF WAREHOUSE OPERATION: All Deliveries to the Municipal Operations Center Warehouse Location, 101 N. Browning Parkway, must be made between the hours of 8:00 am and 3:30 pm (MST), Monday through Friday, excluding weekends & Holidays. The security gate system is unavailable outside the regular MOC business hours.

DELIVERY ACCESS - HOURS OF OPERATION: All delivery to the Municipal Operations Center, 101 N. Browning Parkway must be made between the hours of 8:00 am and 5:00PM (MST), Monday through Friday, excluding weekends & holidays. The security gate system is unavailable outside of the above regular business hours.

EXISTING PRICE AGREEMENT

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

METHOD FOR PRICE REDETERMINATIONS

The Bidder shall submit with their bid the method for price redetermination at the expiration of the purchase order contract.

- PPI CPI Manufacturer Documented Price Adjustment [Catalog or manufacturer] Price list with Alternate

CITY OF FARMINGTON - BID SCHEDULE

BID: Kilowatt Hour & Demand Meters, BID # 14-103533 OPENING DATE: April 15, 2014 @ 2:00 PM

ITEMS IN BID MAY BE USED IN A CONSTRUCTION PROJECT

Please note: The item(s) listed above in this Bid may become an ingredient or component part of a construction project and subject to the gross receipts tax.

ITEMS IN BID MAY BE USED IN A CONSTRUCTION-RELATED REPAIR PROJECT

Please note: The item(s) listed above in this Bid may become an ingredient or component part of a construction-related repair project and subject to the gross receipts tax.

TAX IDENTIFICATION

The City of Farmington issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive a NTTC please contact Accounts Payable at 505-599-1213. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

I, the official signature on the Bid Submittal Form, hereby swear I am duly authorized to legally bind the prospective bidder to this estimate of taxes certification. Hereby as Bidder, I certify that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the City against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the above Bid Proposal Form. I affirm Bidder will submit payment on the State of New Mexico periodic CRS-1 report for actual taxes due, as estimated below, to the State of New Mexico Taxation and Revenue Department, accurately identifying the appropriate governmental entity to receive credit for taxes paid.

I am fully aware that this certification is made under penalty of perjury under the laws of the State of New Mexico.

			Bidder's Initials Below Certify Compliance
New Mexico Gross Receipts Tax	_____ %	\$ _____	
Compensating Tax.....	_____ %	\$ _____	_____
Other.....	_____ %	\$ _____	(Bidder - Initial Here)

FINANCIAL INTEREST - All Bidders must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder: _____ No _____ Yes

(Bidder Select, Initial & Complete below if applicable)

If Yes, please specify the employee(s) by name:

TENTATIVE COUNCIL APPROVAL SCHEDULE

Tentative Council Approval Date is scheduled for April 22, 2014, a letter of award and copy of the Abstract will be sent to the participating vendors as soon as possible after Council approval. This information will not be released over the telephone, but may be reviewed in person after authorization has been obtained through the City Clerk's office.