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FOR A

SUPPLY CONTRACT

FOR THE

PURCHASE OF

NEW COLD WATER METERS

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NOTICE TO BIDDERS

Sealed bids addressed to Mr. Roy Rodriguez, P.E., General Manager/Assistant City Manager, McAllen Public Utilities, will be received on **August 26, 2010** until **10:00 a.m.** at which time they will be taken to the Conference Room (2nd floor) of McAllen City Hall and publicly opened and read aloud. Bids must be in the City of McAllen's possession on or before the aforementioned date and time (no late bids will be accepted).

SUPPLY CONTRACT FOR THE PURCHASE OF NEW COLD WATER METERS

BIDDERS receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR BIDS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of McAllen web page address: www.mcallen.net/bids, or may obtain copies of same by contacting the office of:

SANDRA ZAMORA, CPM, DIRECTOR OF PURCHASING AND CONTRACTING, LOCATED AT 1300 HOUSTON AVENUE, McALLEN, TX 78501 by calling (956) 681-1130 or by e-mailing your request to the following e-mail address: (szamora@mcallen.net).

Questions concerning this project may be directed to Javier Santiago, Director of Water Systems, or his designated representative by calling (956) 681-1662.

Be advised that if your company **downloaded the bidding documents from the web page and is contemplating on bidding this project you must register** with the Purchasing and Contracting Department, so that any changes/additions via Addendum form can be forwarded to your company. (Register with the Purchasing & Contracting Department by phone, fax, or e-mail. Please include your company name, address, phone and fax number, as well as, contact person).

The City of McAllen reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities or to accept the bid to be the best and most advantageous to the City, and hold the bids for a period of **60** days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Hand-deliver Bids: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor),
McAllen, Texas 78501
Mail Bids: P.O. Box 220, McAllen, TX 78505-0220

A Pre-Bid Conference will be held **August 19, 2010** at **10:00 a.m.** in the Conference Room (2nd floor) of City Hall, City of McAllen. All prospective bidders are encouraged to be in attendance.

Envelopes must be clearly marked:

Project No.08-10-SP31-30
NEW COLD WATER METERS

CITY OF MCALLEN INSTRUCTIONS TO BIDDER

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the items offered comply with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by a letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the items be provided as specified.

PURPOSE

(1) The purpose of these specifications and bidding documents is to award a Supply Contract to purchase the following:

NEW COLD WATER METERS

INTENT

(2) The items to be furnished under this bid shall be new and unused. All specifications shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

(3) Bids will be submitted in sealed envelopes upon the blank form of bid attached hereto. Each bid must be completely filled out and SUBMITTED IN DUPLICATE FORM. (One (1) original marked "ORIGINAL," and one (1) copy marked "COPY" of their bid, complete with all supporting documentation.) Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for bid constitutes an offer by the Bidder and if accepted by the City of McAllen, a contract. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of McAllen, before opening day and hour. No late bids will be accepted. They will be returned to Bidder unopened (if properly identified).

Hand-deliver Bids: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)

If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor),
McAllen, Texas 78501

Mail Bids: P.O. Box 220, McAllen, TX 78505-0220

PREPARATION OF BID

(4) Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDER Continued:

ALTERATIONS/AMENDMENTS

(5) Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of McAllen.

SALES TAX

(6) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.**

SUBSTITUTIONS

(7) No substitutions or cancellations permitted without written approval of City of McAllen.

NO BID RESPONSE

(8) If unable to bid, bidder should return inquiry giving reasons.

VARIATIONS

(9) Any additions, deletions, or variations from the following specifications must be noted. Any parts not specifically mentioned which are necessary for water products to be complete and ready for use or which are normally furnished as standard shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

EXCEPTIONS

(10) The Bidder shall attach to his/her bid sheet a list of any exceptions to the specifications if unable to do so, on specification sheet.

DELIVERY

(11) Number of days required to deliver items after receiving order must be stated in bid. Failure to so state will obligate bidder to complete delivery within ONE week.

DELAY IN DELIVERY

(12) When delay can be foreseen, Bidder shall give prior notice to City of McAllen. Bidder must keep City of McAllen advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of McAllen to purchase such items elsewhere and charge increase in cost and handling to defaulting bidder.

(12a) Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war. Actions beyond the control of the successful bidder.

QUOTE DELIVERED PRICING

(13) Quote F.O.B. McAllen, TX. If not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified. Bids subject to unlimited price increase will not be considered.

INSTRUCTIONS TO BIDDER Continued:

NON-APPROPRIATION CLAUSE

(14) In the event that no funds are appropriated for this specific purpose, the City of McAllen reserves the right to cancel/terminate this contract. The City of McAllen shall be relieved of any and all responsibilities and/or obligations, without penalty(ies) of any sort. The vendor shall be notified in written form of the City of McAllen's intent to cancel/terminate said contract due to lack of funds.

TIME ALLOWED FOR ACTION TAKEN

(15) The City may hold bids 60 days after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

RIGHT TO REJECT/AWARD

(16) The City of McAllen reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of McAllen.

COMPARABLE ITEM(S)

(17) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.

INDEMNIFICATION CLAUSE

(18) The Bidder agrees to indemnify and save harmless the City, the Director of Purchasing & Contracting, and her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing & Contracting, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

(19) The City of McAllen will execute payment by mail in strict accordance with the State of Texas Pay Law after items have (has) been received and found to meet City of McAllen specifications. No other method of payment will be considered.

SYNONYM

(20) Where in this bid package items is used, its meaning shall refer to a supply contract for the purchase of **NEW COLD WATER METERS**.

EVALUATION

(21) All items will be evaluated and awarded individually or in any combination thereof. Number of days and/or weeks stated on bid form for delivery will be a factor in the evaluation and award of bid.

INSTRUCTIONS TO BIDDER Continued:

ADDENDA

(22) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Purchasing and Contracting (McAllen City Hall, 956-681-1130) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of McAllen and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.mcallen.net/bids.

WARRANTY

(23) Specify terms and conditions. Bidders are asked to submit written documentation referenced manufacturer warranty along with their bid(s) if applicable.

DELIVER AS SPECIFIED

(24) Bidders are advised that any part of the specification, as awarded, that is not met at time of delivery regardless of how major or minor it might be shall be grounds for non-acceptance of delivery.

RIGHT TO WAIVE

(25) The City of McAllen reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of McAllen.

SPECIAL CIRCUMSTANCES

(26) In the event that the City of McAllen has an immediate need for a particular item(s) that is/are on contract and the successful vendor on contract is not able to meet the special delivery time frame as needed by the City of McAllen, the City of McAllen reserves the right to purchase such item(s) elsewhere to fulfill its immediate need.

FLUCTUATION IN PRICES

(27) If successful vendor has promotional sales on items that are on contract with the City of McAllen, it shall be the successful vendor's obligation/responsibility to pass on the additional savings to the City of McAllen.

COSTS FOR PREPARATION OF BID

(28) The City of McAllen shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

INSTRUCTIONS TO BIDDER Continued:

GEOGRAPHICAL LOCATION

(29) The geographical location(s) of bidder's facilities referenced Service will be a factor in the evaluation and award of bid. All items, if more than one, will be evaluated and awarded individually or in any combination thereof.

INTERPRETATIONS

(30) Any questions concerning the conditions and/or specifications with regards to this bid solicitation shall be directed to the designated individuals as outlined in the Notice to Bidders. Such interpretations, which may affect the eventual outcome of this Bid, shall be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of McAllen in accordance with paragraph titled "Addenda".

OMISSIONS

(31) At the time of the opening of the bid each bidder will be presumed to have read and to be thoroughly familiar with the requirements of the bid. The failure or omission of any bidder to examine any form, instrument or contract document shall in no way relieve any bidder from any obligation in respect to their bid.

ESTIMATED QUANTITIES

(32) Bidders are advised that the City of McAllen contemplates the purchase of the approximate quantities reflected on the specification sheets directly following the item Article Number. These quantities are for a year's period of time; kindly make the proper allowances. This information is being provided as an aid to all bidders to help them provide the City of McAllen with the best price possible. Actual quantities may vary up or down. Acquisition for the type of item(s) awarded shall be from the "Successful Bidder(s)" for a period commencing on the date of award of the Supply Contract and ending as specified in term pricing titled "Contract Term" **Item(s) shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order number at time of order. Delivery shall be as specified within (2) two weeks from date of order. Bidders are advised that all ORDERS MUST be accompanied by an INVOICE at time of DELIVERY. All invoices, delivery tickets, bills of lading, etc. MUST include the purchase order number, ordering/delivery department name and name of person placing order.**

FAILURE TO DELIVERY

(33) **BIDDERS ARE ADVISED THAT FAILURE TO DELIVER ITEMS WITHIN TIME FRAME(S) ALLOWED (10 days after receipt of order by fax, mail, telephone or e-mail order), SHALL BE GROUNDS FOR TERMINATION OF CONTRACT.** Written notice shall be given to vendor and complete supply contract shall be severed.

TERMINATION OF CONTRACT

(34) The City of McAllen reserves the right to terminate the contract if, in the opinion of the City of McAllen, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this service. Termination will be in written form allowing a 30-day notice. The contractor is afforded the same right to terminate this contract in the same manner.

INSTRUCTIONS TO BIDDER Continued:

PAST PERFORMANCE

(35) Bidders are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this supply contract. The City's position on this matter shall be final.

CONTRACT TERM

(36) Contract term shall be for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of McAllen reserves the right to extend this contract for two (2) additional years, in one (1) year increments, if the performance of the successful contractor is satisfactory and the unit price(s) remain unchanged**

ASSIGNMENT

(37) Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of McAllen.

STATUTORY REQUIREMENTS

(38) It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

(39) Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Supply Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

COOPERATIVE PRICING

(40) Bidders are advised that In addition to responding to our "local" solicitation for bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, H-GAC, TPASS, TX DOT, US Communities and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

HUB VENDOR(S) CERTIFICATION

(41) State Certified "**HUB Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing & Contracting Department at (956) 681-1138.

INSTRUCTIONS TO BIDDER Continued:

CONFIDENTIAL INFORMATION

(42) Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

(43) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

(44) In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

RIGHT TO AUDIT

(45) The City of McAllen reserves the right to audit the bidder's books and records relating to the performance of this contract. The City of McAllen, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

JURISDICTION

(46) Purchase/Service/Supply Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(47) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

INSTRUCTIONS TO BIDDER Continued:

CONFLICT OF INTEREST

(48) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of McAllen not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CITY OF McALLEN
SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
NEW COLD WATER METERS

PROJECT NO. 08-10-SP31-30

BID OPENING DATE: August 26, 2010 at 10:00 a.m.

1. SCOPE

This specification covers cold-water meters two inches (2") and smaller in size designed for waterworks service.

2. GENERAL DESCRIPTION

A. Water meters to be furnished shall be magnetic drive, sealed register, meters more specifically described in other parts of this specification.

B. The successful bidder shall make provisions for a representative to visit with the Water Line Maintenance Superintendent quarterly to discuss any related problems with the product.

3. GENERAL REQUIREMENTS

A. Bidders shall have been engaged in the manufacture and/or marketing of cold water meters, for a minimum of ten (10) years. The bidders shall have produced the meter he is bidding, for a minimum of at least five (5) years. The Bidders shall provide only one model of meter, which complies with these specifications. Bids shall be accepted directly from the manufacturer and/or its authorized distributor(s).

B. Except as otherwise modified or supplemented herein, the latest revision of, "AWWA New Meter Standard for Cold-Water Meters" shall govern the materials, design, manufacture, and testing of all meters furnished under this specification.

C. The City of McAllen reserves the right to limit purchase of meters two inches (2") or smaller in size from the manufacturers, provided such meters conform to the provisions contained herein.

D. Meters must meet and/or comply with the TCEQ requirement NSF standard 61.

4. SPECIFIC REQUIREMENTS

A. Meter Case

The main case for 3/4"x5/8" and one (1") meters shall be of the split case with removable bottom design and will be manufactured of bronze. The bottom plate shall be bronze. The meter shall be so constructed that the main case (including meter spuds) will withstand internal pressure and external stress to eliminate distortion, cracking and breaking, which will cause leakage, damage to other components, or interfere with the proper operation of the meter in general.

SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF NEW COLD WATER METERS (Continued):

4. SPECIFIC REQUIREMENTS (continued)

A. Meter Case (cont.)

Main case connections from 3/4" x 5/8" and 1" meters shall be spuds having external straight threads with dimensions as indicated in the latest revision of AWWA Standards.

The meter case for one and one half inch (1-1/2") meters and the two inch (2") meters shall be of split case with removable top design and manufactured of bronze. The meters shall have a one inch (1") test plug.

Main case connections for 1 1/2" and 2" meters shall be the two bolt oval flange of the dimensions indicated in the latest revision of AWWA Standards.

All external bolts, nuts and washers hinges shall be of bronze, stainless steel or other non-corrosive metal.

The size and/or the model number of the meter and the direction of the flow shall be marked permanently on the outer cases of all meters. The manufacturer's serial number shall be clearly stamped on the register lid and main case or affixed to the main case. No numbers shall be duplicated in any models by the same manufacturer.

The serial number (to be provided by McAllen Public Utilities upon ordering) shall be stamped on the inside of the meter lid.

B. Meter Registers

The lens shall be of high strength "Heat" treated glass. The meter register shall be a "Sealed Register" type separate from the meter case. The register will be affixed to the upper part of the meter in such a way as to insure that the register will be tamper proof. It shall have a straight reading indicator with a minimum of six numbered wheels and shall indicate in U.S. gallons. There shall be a test index circle, which shall be divided into 100 equal parts, each tenth numbered. The index circle shall be located on the outer periphery of the face, equipped with a center sweep test hand. It shall have a low flow indicator. Registers for given manufacturer, size and like model shall be interchangeable.

As used in these specifications, the term "Sealed Register" shall mean a register that is tamper proof, factory sealed, non-shop repairable, hermetically sealed against fogging, moisture and corrosion and mechanically disconnected from the measuring components. If the sealed register becomes defective or vandalized, the register will be returned to the manufacturer for repairs or replacement. All registers repaired or replaced will be hermetically sealed by the manufacturer.

SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF NEW COLD WATER METERS (Continued):

4. SPECIFIC REQUIREMENTS (continued):

B. Meter Registers (cont.)

The lens shall be of a high strength heat tested glass to minimize breakage. Register case covers and/or lids shall be bronze.

C. Register Case Covers and/or Lids

The lids shall be flat. The lid and case shall be made of bronze. The hinge pin shall be made of stainless steel, bronze or other non-corrosive metal.

D. Measuring Chamber Assembly

The measuring chamber shall be made of a suitable polymeric or bronze material. All parts attached to or used in assembling the measuring chambers, discs, piston, or rotors shall be made of series 316 stainless steel.

E. Strainers

Each meter shall be provided with a stainless steel strainer or strainer of a suitable non-corrosive material. It shall fit snugly in the casing and shall be rigid and easy to remove.

5. ACCURACY

A. The manufacturer shall guarantee that all new meters will test at (98.1-101) percent accurate at the maximum rate and (95-101) percent at the "low flow" rate as designated by AWWA Standards Manual M-6 on a meter size for size basis. The manufacturer shall provide certified test results.

6. GUARANTEES AND REPAIRS/EXCHANGE PROGRAM

A. The manufacturer or vendor must include a manufacturer's warranty sheet of National Publication. This warranty must include the following.

- (1) All registers 3/4" - 2" must be warranted to function for a period of 10 years from date of shipment.
- (2) Measuring chambers must be warranted to meet or exceed accuracy standards of AWWA new meter standards latest revision for a period of at least one (1) year from date of shipment. After such time period, the chambers must be warranted to meet or exceed Repaired Meter Accuracy Standards of AWWA Manual M 6.
- (3) Warranty may exclude damage caused by vandalism, Acts of God, or willful or negligent means.

SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF NEW COLD WATER METERS (Continued):

6. GUARANTEES AND REPAIRS/EXCHANGE PROGRAM (continued):

- (4) Guarantees and Repairs/Exchange Program, offered by bidders will be carefully considered and will be an important factor, along with the prices quoted and experience of the bidders, in evaluating bids for the purpose of making an award.
- B. Since only that information regarding such guarantees and repairs/exchange program which is actually submitted with bids can be given consideration, bidder should carefully and clearly state in his/her proposal all of the terms and conditions of his/her guarantees and repairs/exchange program, such as, but not limited to, the following:
 - (1) The periods of time the entire meter will be guaranteed, and/or replaced under repair/exchange program.
 - (2) The cost of such replacement in connection with repair/exchange program.
 - (3) Conditions and price, at which replacement of meters or assemblies that have been damaged, and are not covered by the guarantee will be made during any of these periods of time.
 - (4) Any other information that might be considered helpful in assisting the City in evaluating such guarantees and repair/exchange program.
 - (5) Bidder shall provide the City of McAllen with a notarized statement from a qualified responsible officer of the firm who has the authority to bind the firm in the event that the principles change, be it by direct sale or other methods so that the contract will be honored by the new principles of the firm.
 - (6) Bidder's attention is again called to the fact that such Guarantee and Repairs/Exchange Program must be fully and clearly stated in his/her proposal as the City will interpret such Guarantees and Repairs/ Exchange Program policy as submitted with bid, and same cannot be changed or negotiated after bids have been received.

DATE

SIGNATURE

PRINT/TYPE NAME

TITLE

COMPANY

**CITY OF MCALLEN
SPECIAL CONDITIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE
OF NEW COLD-WATER METERS**

Contract is to commence upon official notification by the City of McAllen to the successful bidder and ending one (1) year thereafter as per specifications and Data Sheet attached hereto and made a part hereof.

QUANTITIES: As shown on the attached Data Sheet are estimated quantities obtained through historical data/anticipated estimated meter usage by the City of McAllen. The actual quantities may vary up or down. Bidders are advised that this information is simply to be used **if desired** as an aid in putting together their bids.

AWARD: All items are to be evaluated individually or in any combination thereof. Each meter size shall be considered an item. Vendor's past performance shall be a factor in the review, evaluation, and award of this supply contract.

DELIVERIES: Are to be made on an as needed basis periodically during the contract period as requested by the City on our Purchase Orders. Delivery date is not to exceed two weeks from date of order. Emergency orders shall be given special handling and deliveries made with the least amount of delay.

ILLUSTRATIVE AND DESCRIPTIVE LITERATURE: Showing all Parts and Materials, Composition of all parts on the meters you propose to furnish must accompany your bid.

DATE

SIGNATURE

PRINT/TYPE NAME

TITLE

COMPANY

CITY OF McALLEN
DATA SHEET FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
NEW COLD-WATER METERS

(Estimated Number of Meter Usage for One (1) Year)

<u>METER SIZE</u>	<u>QUANTITY</u>
3/4" x 5/8"	3000
1"	200
1 1/2"	200
2"	200

CITY OF McALLEN
BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
NEW COLD WATER METERS

PROJECT NO. 08-10-SP31-30

BID OPENING DATE: August 26, 2010 at 10:00 a.m.

I/We submit the following bid in **DUPLICATE FORM** for the purchase of New Cold Water Meters, repair/ exchange, replacement out of warranty and trade-ins, according to City of McAllen specifications, less tax:

New Water Meters, F.O.B., City of McAllen, Waterline Maintenance Facility, 2524 Colbath, McAllen, TX 78503.

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TPASS, TX DOT, US Communities and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

<u>Check one</u>	
☐ BUYBOARD	☐ H-GAC
☐ TX DOT	☐ U.S. COMMUNITIES
☐ TPASS	☐ DEALER/LOCAL
☐ OTHER _____ Specify	
CONTRACT NUMBER: _____ (if applicable)	COMMODITY NUMBER: _____ (if applicable)

MANUFACTURER: _____

<u>Meter Size</u>	<u>Type of Meter & Model</u>	<u>Qty.</u>	<u>Unit Price</u>
3/4" x 5/8"		ea.	\$
1"		ea.	\$
1 1/2"		ea.	\$
2"		ea.	\$

Number of days to complete delivery ARO _____.

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF NEW COLD WATER METERS (Continued):

REPAIR/EXCHANGE:

Unit prices for repairing or exchanging each meter under the repair/exchange program with statement as to the period of time such price or prices will remain firm and the basis or formula to be used in adjusting such price or prices over the years, either upward or downward, if bidder requires that such adjustments be made. F.O.B., City of McAllen, Waterline Maintenance Facility, 2524 Colbath, McAllen, TX 78503. These unit prices shall remain firm beyond the length of this contract.

<u>Meter Size</u>	<u>Type of Meter & Model</u>	<u>Qty.</u>	<u>Unit Price</u>
3/4" x 5/8"	_____	EA	\$ _____
1"	_____	EA	\$ _____
1 1/2"	_____	EA	\$ _____
2"	_____	EA	\$ _____

REPLACEMENT OUT OF WARRANTY:

Unit prices for replacement for meters or assemblies that have been damaged and are not covered by guarantee described earlier. F.O.B., City of McAllen, Waterline Maintenance Facility, 2524 Colbath, McAllen, TX 78503. These unit prices are to remain firm for the full length of this contract.

<u>Meter Size</u>	<u>Type of Meter & Model</u>	<u>Qty.</u>	<u>Unit Price</u>
3/4" x 5/8"	_____	EA	\$ _____
1"	_____	EA	\$ _____
1 1/2"	_____	EA	\$ _____
2"	_____	EA	\$ _____

Number of days to complete delivery ARO: _____.

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF NEW COLD WATER METERS (Continued):

TRADE-IN ALLOWANCE:

Unit price should reflect a trade-in allowance for each old meter (any make) traded in towards the purchase of one new meter. Old meters to be shipped to successful vendor via overland commercial transport, meters shall be shipped collect to successful vendor. The vendor shall provide the container to use to ship old meters back. These unit prices are to remain firm for the full length of this contract or until the trade-in allowance for the number of old meters equals the same number of new meters purchased within the contract period.

<u>Meter Size</u>	<u>Type of Meter & Model</u>	<u>Qty.</u>	<u>Unit Price</u>
3/4" x 5/8"	_____	EA	\$ _____
1"	_____	EA	\$ _____
1 1/2"	_____	EA	\$ _____
2"	_____	EA	\$ _____

Number of days to pickup after notification: _____

Respectfully submitted this _____ day of _____, 2010

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

E-MAIL: _____

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