



STATE OF NEW MEXICO SOLE SOURCE REQUEST AND DETERMINATION FORM

A sole source *determination* is not effective until the *sole source request for determination* has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the State Purchasing Agent or, for Professional Services Agreements, the Secretary of the Department of Finance and Administration. The foregoing requirement is regardless of whether the *sole source request/or determination* has been signed by the Agency and/or the Contractor.

- I. Name of Agency: *City Of Las Vegas*
- Agency Chief Procurement Officer: *Helen Vigil*
- Telephone Number: *505-454-1401*
- II. Name of prospective Contractor: *Core And Main*
- Address of prospective Contractor: *6135 Second Street NW*
Albuquerque, NM 87107
- Amount of prospective contract: *\$4,823.34*
- Term of prospective contract: *Maintenance and repair annual contract for*
November 25, 2019 until October 31, 2020
- III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

The annual contract is needed for maintenance and repair of Meter Reading Equipment and Software that is also needed for the billing process. The equipment and software run off neptune technology programs. The contract insures that all meter reading equipment and software are upheld in an effective proper high quality standard to substantiate this brand/type of programming.

- IV. Provide an explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use "technical jargon;" use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

Field Customer Service meter reading equipment and software run solely on neptune technology programs developed and implemented by Neptune Technology Group to gather precise data to continuously serve our customer base.

- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.")

The Neptune Technology Group sole distributor facility in the state of New Mexico is Core and Main. Neptune Technology Group is the only company that repairs, services, and maintenances the Field Customer Service meter reading equipment and software.

- VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are *unique and how this uniqueness is substantially related to the intended purpose of the contract.*

Neptune Technology Group is the only company that developed facilitated and manufactured neptune programs that can repair and maintenance the meter reading equipment and software.

- VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Neptune technology programs are not compatible to any other professional services other than Core and Main distributors in New Mexico to enable Neptune Technology Group to complete these repair services.

VIII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent's vendor list. Include a list of businesses contacted (*do not state that no other businesses were contacted*), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

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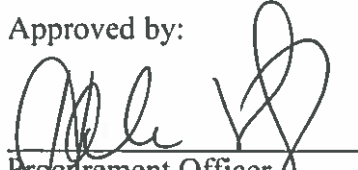
Certified by:

Date: 10-24-19


Department Director

Approved by:

Date 10/25/2019


Procurement Officer

APPROVED

Date 10/28/2019


Finance Director



Bid Proposal for Las Vegas - Maintenance Renewal

CITY OF LAS VEGAS
Bid Date: 10/09/2019
Core & Main 1091428

Core & Main
6135 Second Street NW
Albuquerque, NM 87107
Phone: 505-344-0223
Fax: 505-344-0350

Seq#	Qty	Description	Units	Price	Ext Price
10	1	13720-101 N_SIGHT SOFTWARE SERIAL # 5.0	EA	1,593.75	1,593.75
30	1	13721-008 BELTCLIP TRANSCEIVER SERIAL # BC000381	EA	312.45	312.45
50	1	13721-008 BELTCLIP TRANSCEIVER SERIAL # BC000444	EA	312.45	312.45
70	1	13721-008 BELTCLIP TRANSCEIVER SERIAL # BC002670	EA	312.45	312.45
90	1	13721-005 MRX920 MOBILE UNIT SERIAL # MRX1014V2	EA	552.07	552.07
110	1	13721-006 TRIMBLE NOMAD HH SERIAL # ES4DC91038	EA	468.75	468.75
130	1	13721-006 TRIMBLE NOMAD HH SERIAL # ES4EC91234	EA	468.75	468.75
150	1	13721-006 TRIMBLE NOMAD HH SERIAL # VSOQC04275 ANNUAL MAINTENANCE RENEWAL FOR ITEMS LISTED ABOVE FROM: 11/1/2019 TO: 10/31/2020 QUO-53194-C2G8V1	EA	468.75	468.75
				Sub Total	4,489.42
				Tax	333.92
				Total	4,823.34

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

MRX920™ Mobile Data Collector Warranty

UTILITY
MANAGEMENT
SYSTEMS™

Warranty - Hardware

The warranty on the MRX920 mobile data collector is 12 months from shipment date. If a customer is using a laptop provided by a third party, the laptop is NOT covered under the Neptune warranty. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship, or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of 5 days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

Extended Maintenance Contract Services

Extended maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services provided during extended period are:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 5 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in the Extended Maintenance Contract Services:

- Rechargeable batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop provided by a third party
- Antennas
- USB flash drives

Repair Notes:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by calling Customer Support at 1-800-647-4832.
- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is 20 days, excluding transit time. All repairs conducted without maintenance will be charged as time and materials repairs.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the customer.
- Repair warranty is 90 days from shipment date.
- Neptune only supports/repairs the GoBook XR-1 laptop (or previous GoBook III). If the customer chooses to utilize his or her own laptop, it is the customer's responsibility to have that laptop repaired/replaced should problems occur.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

W MRX920 10/14



MRX920™ Mobile Data Collector Warranty

ARRB® UTILITY
MANAGEMENT
SYSTEMS™

Warranty - Software

The warranty on the MX900 Software is 12 months from shipment date. Warranty services provided during warranty period are:

- Free replacement software for software with defects in the media on which the software is delivered
- Replacement software shipped within 48 hours of customer notifying System Support of problem
- Free software upgrades, patches and corrections within warranty period
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

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 **NEPTUNE**
TECHNOLOGY GROUP INC.

R900® Belt Clip Transceiver Warranty Statement

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Warranty - Hardware

The warranty on the R900® Belt Clip Transceiver is twelve (12) months from shipment date. Warranty services provided during the warranty period are:

- For a unit defective in materials or workmanship, free repair of unit, including parts and labor (unless damaged by abuse or negligence)
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are the purchaser's exclusive remedy for warranty issues

Extended Maintenance Contract Services

Extended maintenance contracts are available from your Authorized Neptune Sales Representative. Maintenance contract services provided during extended period are:

- Free repair of unit, including parts and labor
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832

NOT included in the Extended Maintenance Contract Services:

- Rechargeable batteries
- Cables and chargers
- Equipment damaged by abuse or negligence, or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

Repair Notes:

- A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by calling Customer Support at 1-800-647-4832.
- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is approximately fifteen (15) business days*, excluding transit (*not including days required to obtain a purchase order for the repairs).
- Batteries, cables, and chargers for products covered under warranty or maintenance contract may be replaced at no charge at Neptune's discretion.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the purchaser.
- Repair warranty is ninety (90) days from shipment date.

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Trimble Nomad and Trimble Ranger Warranty Statement

ARB[®]
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MANAGEMENT
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Warranty - Hardware

The warranty on the Trimble Nomad 900B/900LE and Trimble Ranger 3XE is twenty-four (24) months from shipment date. Warranty services provided during the warranty period are:

- For a unit defective in materials or workmanship, free repair of unit, including parts and labor (unless damaged by abuse or negligence)
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are the purchaser's exclusive remedy for warranty issues

Trimble Nomad Extended Maintenance Contract Services

Extended maintenance contracts are available from your Authorized Neptune Sales Representative. Maintenance contract services provided during extended period are:

- Free repair of unit, including parts and labor
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Service 1-800-647-4832

NOT included in the Extended Maintenance Contract Services:

- Rechargeable batteries
- Cables and chargers
- Equipment damaged by abuse or negligence, or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Antennas

Repair Notes:

- A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by calling Customer Support at 1-800-647-4832.
- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is approximately fifteen (15) business days*, excluding transit (*not including days required to obtain a purchase order for the repairs). All repairs conducted without a maintenance contract are charged as time-and-materials repairs.
- Batteries, cables, and chargers for products covered under warranty or maintenance contract may be replaced at no charge at Neptune's discretion.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the purchaser.
- Repair warranty is ninety (90) days from shipment date.

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 **NEPTUNE**
TECHNOLOGY GROUP INC.

N_SIGHT™ Software Statement

The warranty on N_SIGHT software extends 12 months from shipment date. Warranty services provided during the warranty period are:

- Free replacement software for software with defects in the media on which the software is delivered
- Replacement software shipped within 48 hours of customer notifying System Support of problem
- Free software upgrades, patches and corrections within the warranty period
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Software Maintenance

Extended software maintenance contracts are available from your Authorized Neptune Sales Representative.

Maintenance contract services provided during extended period include:

- Replacement software media shipped within 48 hours of customer notifying system support of problem
- Free software updates, upgrades, patches and corrections within the life of the maintenance contract.
- Toll-free assistance 1-800-647-4832

