

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

September 21, 2020



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, September 21, 2020 – 6:00 p.m.

Regular Meetings will resume in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on September 21, 2020, addressed via email to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Joseph D. Calderon
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

A G E N D A

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
Available via Livestream at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 8, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of September, 2020 *(Manny Gomez, Acting City Manager)*
 - 5 years – Carrie Valverde, Hobbs Fire Department
 - 5 years – Joyce Hester, Hobbs Express
 - 5 years – Manuel Martinez, Golf Maintenance
 - 5 years – David Torres, Hobbs Police Department
 - 5 years – Ronald Cooper, Sports Field
 - 5 years – James Littleton, Code Enforcement
 - 5 years – Jane Schumacher, Library
 - 5 years – Meghan Mooney, City Manager's Office
 - 15 years – Sandra Boltshauser, Clerk's Office
 - 15 years – Shane Blevins, Hobbs Police Department

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment may also be submitted in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on September 21, 2020.

CONSENT AGENDA *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

3. Resolution No. 6971 – Authorizing the Approval and Acceptance of the Fire Prevention & Safety (FP&S) Grant Funding from the Department of Homeland Security and the Federal Emergency Management Agency for Funding in the Amount of \$46,985.71 to the Hobbs Fire Department for Smoke Detectors *(Barry Young, Deputy Fire Chief)*
4. Authorizing and Approving the Purchase of Signal Equipment from Gades Sales Co., Inc., in the Amount of \$93,893.00 for the Dal Paso and Sanger Signal Replacement Utility State Price Agreement No. 00-80500-20-16819 *(Todd Randall, City Engineer)*
5. Resolution No. 6972 – Approving the FY 2020 Capital Asset Inventory *(Toby Spears, Finance Director)*

DISCUSSION

6. Census Deadline and Update *(Meghan Mooney, Communications Director)*

ACTION ITEMS (*Ordinances, Resolutions, Public Hearings*)

7. Resolution No. 6973 – Authorizing Approval of the Application Process for the CARES Act Relief Funds Small Business Continuity Grants (*Toby Spears, Finance Director*)
8. Authorizing and Approving the Purchase of 3,000 S30 ¾” Metron Single Jet Water Meters from Water Meters of New Mexico in the Amount of \$541,200.00 Utilizing New Mexico Statewide Price Agreement No. 00-00000-20-00114 (*Tim Woomeer, Utilities Director*)
9. Authorizing and Approving the Purchase of a 2020 VAC-CON Hot Shot Sewer Jetting Truck from VAC-CON, Inc., in the Amount of \$245,287.00 Utilizing HGAC Contract No. SC01-18 (*Tim Woomeer, Utilities Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:

- City Commission Regular Meeting
Monday, October 5, 2020, at 6:00 p.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk’s Office at (575) 397-9208 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk’s Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 9, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of September 8, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:

Department Director

City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, September 8, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the virtual meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Ms. Jan Fletcher, City Clerk, called the roll and the following identified themselves as participating remotely through video conferencing and answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

The following staff members and members of the public participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Toby Spears, Finance Director
Barry Young, Deputy Fire Chief
Todd Randall, City Engineer
Kevin Robinson, Development Director
Tim Woomer, Utilities Director
Bryan Wagner, Parks and Open Space Director
Raymond Bonilla, Community Services Director
Jan Fletcher, City Clerk
Richard Parks, CEO, Covenant Hospital Corporation
Gene Strickland, Associate Supt., Hobbs Municipal Schools
T. J. Parks, Superintendent, Hobbs Municipal Schools

Mayor Cobb explained the guidelines issued by the New Mexico Attorney General's Office, Open Government Division (OGD), regarding the virtual public body meeting through video conferencing. He stated the following guidelines must be followed:

- At the start of the meeting, the Mayor should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via livestream.
- Mayor should suspend discussion if the audio or video is interrupted.

- All votes of the public body must be a roll call vote.
- The public body should produce and maintain a recording of the open session of the meeting.

For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting.

Invocation and Pledge of Allegiance

Commissioner Fields delivered the invocation and Commissioner Gerth led the Pledge of Allegiance.

Closed Session

The City Commission convened in a virtual closed session on Tuesday, September 8, 2020, at 5:00 p.m., for the discussion of the purchase, acquisition or disposal of real property at the Hobbs Industrial Air Park. The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, the closed session was held as a virtual meeting conducted by video conference.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, August 17, 2020, be approved as written. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

None.

Public Comments

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on September 8, 2020. There were no public comments submitted.

Consent Agenda

Commissioner Gerth moved for approval of the following Consent Agenda Item(s):

Resolution No. 6964 – Authorizing the Re-Appointment of Scotty Holloman and Brian Belyeu to the Labor Management Relations Board

Resolution No. 6965 – Authorizing a Second Amendment to FY 18-19 Memorandum of Agreement with the New Mexico Department of Transportation for Parking Lot Paving at Hobbs Express

Resolution No. 6966 – Approving the Submission of the FY 21 New Mexico State Fire Marshal Fire Protection Grant

Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

Covenant Hospital Corporation Update

Mr. Richard Parks, CEO of Covenant Hospital Corporation, provided an update to the Commission on construction of the new Covenant Hospital to be located at the intersection of Lovington Highway and Millen Drive. Construction is expected to begin in January of 2021 and the facility will be open in September of 2022.

Mr. Parks also announced that Covenant Health has signed an agreement today to acquire the existing facilities at Lea Regional Medical Center. He apologized for the surprise announcement but stated a strict protocol is in place in communicating with the public on purchase agreements of this nature. The anticipated acquisition will be effective January 1, 2021. According to Mr. Parks, Covenant Health's acquisition of Lea Regional Medical Center gives them an immediate, local presence providing inpatient hospital services as part of their commitment to this area. Current caregivers will become part of their organization and Hobbs residents will benefit from continuous access to local healthcare. Mr. Parks expressed excitement on the acquisition and stated Covenant Health looks forward to extending its comprehensive health network to the Hobbs community.

In response to Commissioner Mills' question, Mr. Parks assured the Commission that there is no intent to delay or eliminate construction of the new hospital. He stated the Lea Regional Hospital facility is outdated and it is less costly to build a new hospital rather

than renovate the Lea Regional property to the standard Covenant would want the facility to be.

Mr. Parks stated the new facility will be larger in size with additional hospital beds, ICU beds and medical surgical beds.

Mayor Cobb thanked Mr. Parks for the update. He stated it is a great day in the community and it gives the City a huge opportunity to dramatically improve the quality of life and become a regional player in health care which is a great diversification of our local economy.

Hobbs Municipal Schools Career Technical Education (CTE) Facility Update

Mayor Cobb welcomed Mr. T. J. Parks, Superintendent of the Hobbs Municipal Schools (HMS), and Mr. Gene Strickland, Associate Superintendent of the HMS, for an update about the CTE Facility.

Mr. Strickland reviewed the details of the project through a PowerPoint presentation. He stated the capital partnership and project team have moved through the respective stages of schematic design, design development and construction documents. At each stage of design, Bradbury Stamm Construction has prepared budgetary estimates. Bradbury Stamm has now bid the project to prospective subcontractors and suppliers. The base bid has come in well under budget which has allowed the capital partners to select bid alternates, including a 374 KW solar system to be installed on the roof of the facility.

Currently, a site fence has been installed and local contractors, Ramirez and Sons and Entrench, have started earthwork which should be complete by mid-October. The capital partners will engage with branding and naming firms to come up with a name for the CTE Facility.

HMS has engaged with a National Coalition of Certification Centers which will provide industry certifications that employers desire from employees plus train-the-trainer opportunities for teaching staff. They will continue to look for a CTE Director and remain engaged with the capital partners through regular updates with the project team.

Mr. Strickland recognized the capital partners: City of Hobbs, J. F Maddox Foundation, Permian Strategic Partnership and the HMS. He stated Legislative appropriations have been provided by Senator Gaye Kernan, Senator Gregg Fulfer, Representative Larry Scott, County Commissioner Gary Eidson, County Commissioner Rebecca Long, and County Commissioner Jonathan Sena. He stated the project team consists of Stantec, Wilson & Co., Bradbury Stamm Construction and the capital partners.

In response to Commissioner Mills' inquiry, Mr. Strickland stated the project is scheduled for completion in late January or early February of 2022.

In response to Mayor Cobb's comment, Mr. Strickland stated the initial budget for the project was \$45 million plus \$2 million in Legislative funding. At this time, the bids received are under budget at a total cost of \$43.5 million.

In reply to Commissioner Penick's question, Mr. Strickland stated courses would be offered in energy, transportation, construction, culinary arts and hospitality, information technology, STEM (science, technology, engineering and math) and manufacturing.

Mayor Cobb thanked Mr. Strickland and Mr. Parks for the presentation and stated he is looking forward to completion of the facility.

City of Hobbs - Code Enforcement Update

Mr. Raymond Bonilla, Community Services Director, presented a department update from the Community Services Department for the period of time from January through August, 2020. He stated the department has three divisions consisting of the Hobbs Animal Adoption Center (HAAC), Building Division and Code Enforcement.

Through a PowerPoint presentation, Mr. Bonilla first reviewed statistical data for the HAAC. He stated a total of 1,878 cats and 2,469 dogs were taken in at the HAAC. He reviewed the disposition of the animals which included adoption, rescue, some animals which died at the facility or were dead upon arrival, returned to owner, euthanized and low cost spay/neuter.

In answer to Commissioner Mills' question, Mr. Bonilla stated the low cost program for spay/neuter services is for low income earners and senior citizens.

Next, Mr. Bonilla reviewed the statistical data for the Building Division. A total of 379 commercial permits have been issued for the first eight months of this year at a valuation cost of \$31,617,062.00. Fees for commercial permits paid to the City is \$73,266.97. A total of 1,653 residential permits have been issued during this time period at a valuation cost of \$34,798,156.00. Fees for residential permits totals \$178,863.39. The total overall permit fees paid to the City has been \$252,130.36.

For the Code Enforcement division, Mr. Bonilla stated a total of 6,418 warnings have been issued during this eight-month period. A total of 295 citations have been issued and 2,408 complaints were received. A total of 27 vehicles were towed in conjunction with the Hobbs Police Department. A total of 1,703 animal warnings were issued; 258 animal citations were issued; and 3,134 animal complaints were received.

Mr. Bonilla reported on condemnation cleanups, and he provided before and after photos of properties located at 403 West Alston, 217 North Avenue C, 201 South Turner, 401 North Shipp and 620 East Roxana.

In reply to Commissioner Mills' inquiry, Mr. Bonilla stated the City attempts to collect the cost of the cleanup fees from the property owner and then files a lien on the property for

any amounts not paid. Mr. Efren Cortez, City Attorney, stated the City has four years, by statute, to foreclose on the liens if they remain unpaid.

With regard to the Code Enforcement data, Commissioner Penick questioned Mr. Bonilla whether he believes there is adequate staff to cover all of the violations. Mr. Bonilla stated the City has grown over the years and staff spends most of its time chasing complaints rather than working in a pro-active manner. Mr. Bonilla stated, in his opinion, there is not enough staff to keep up with all of the violations.

Commissioner Penick commented that many of the warnings and citations are from violations at the same property locations. He stated by the time a 15-day warning is given, issuance of a citation and prosecution in Court, weeds have now grown way out of hand. He suggested the City consider revising the ordinance and shorten the time to a three-day period. Mr. Bonilla stated once the due process is followed, it can often be the end of summer before action is taken. He stated other cities have stricter guidelines for compliance.

Commissioner Fields agreed with Commissioner Penick and stated weeds are often overgrown and overlooked along with trash and debris. He thanked Commissioner Penick for this suggestion.

In response to Commissioner Gerth's question, Mr. Bonilla stated the HAAC is a no-kill facility; however, many of the animals are sick and not adoptable.

Mayor Cobb thanked Mr. Bonilla for the department presentation.

Action Items

Resolution No. 6967 – Adopting Budgetary Adjustment #1 for FY 2020-2021

Mr. Toby Spears, Finance Director, explained Budget Adjustment #1 for FY 2020-2021. He stated the purpose of this adjustment is to include the CARES Act Funding awarded to the City which includes a revenue line item plus an expense line item for the Small Business Continuity Grants. Mr. Spears stated development of the program is ongoing at this time and a meeting with the New Mexico Department of Finance and Administration (DFA) is scheduled for next week. He stated budgetary reserves will remain at 47% and Budget Adjustment #2 will occur at the second meeting in October.

Mayor Cobb clarified that a portion of the CARES Act Funding is for expenses paid by the City and the remaining portion is for award to small businesses.

In answer to Commissioner Gerth's question, Mr. Spears stated the criteria for the award to small businesses is still being developed. In further reply to Commissioner Gerth, Mr. Spears stated he is not certain but it is possible that businesses who received PPP Loans

may not be eligible for a grant. Mr. Spears emphasized he is not sure of all the requirements and criteria at this time.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 6967 be adopted as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6968 – Approving the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP)

Mr. Todd Randall, City Engineer, stated the FY 2022-2026 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved by the Planning Board at its meeting held on July 21, 2019. He stated the City Commission has discussed the ICIP process on two different occasions and was given ranking worksheets to rank the projects.

Mr. Randall stated some projects were added to the ranking sheet by several Commissioners. He explained that all of the added projects are already included in the ICIP and the action needed tonight is to prioritize the Top 5 projects.

Following some further discussion, Mr. Randall stated the results of the ICIP tally are as follows:

1. Joe Harvey Median/Basin Renovation Project
2. West Bender Widening Project and Drainage
3. Community Housing Projects
4. Street Resurfacing
5. Sewer Main Replacement

Mayor Cobb stated action by the Commission is needed to send the Top 5 list to DFA. The Commission can vote to change the priority of the projects at any time.

Mr. Randall agreed and stated all of the projects are included in the ICIP and action is needed by September 18, 2020, to submit the ICIP list to DFA.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 6843 approving the FY 2022-2026 ICIP with the Top 5 projects as identified. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Consenting to the North Grimes Tract 2-A Annexation Located Northeast of the Intersection of Millen and North Grimes

Mr. Randall explained the proposed ordinance and stated the North Grimes Tract 2-A Annexation area contains approximately 1.3 acres of land and is located northeast of the intersection of Millen and North Grimes. He stated the owner of the property has petitioned to annex into the City for retail development. Mr. Randall stated the Planning Board has reviewed and recommends approval of the annexation.

There being no further discussion, Commissioner Newman moved to publish notice of its intent to adopt the ordinance at a later date. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

Resolution No. 6969 – Authorizing the City Manager to Approve a Real Estate Purchase Agreement Between Smith Chiropractic and the City of Hobbs to Purchase Property Located at 303 East Taylor, Lots 10, 11 and 12 of Block 24, Original Hobbs Addition, for the Purchase Price of \$160,000.00

Mr. Randall stated the City of Hobbs is proposing to purchase Lots 10, 11 and 12 of Block 24 of the Original Hobbs Addition located at 303 East Taylor for expansion of municipal facilities. The proposed purchase is located in the northwest corner of the City of Hobbs employee parking lot and will allow future consideration for the vacation of that portion of Fowler located between Broadway and Taylor Streets. Mr. Randall stated the purchase price is \$160,000.00 plus closing costs not to exceed \$2,500.00.

There being no further discussion, Commissioner Calderón moved that Resolution No. 6969 be adopted as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills no, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of the Wastewater Reclamation Facility (WWRF) Asphalt Paving and Chip Seal Project Utilizing the City of Hobbs Annual Paving and Concrete Bid with Ramirez and Sons Construction in the Amount of \$177,356.40

Mr. Tim Woomer, Utilities Director, explained the paving project at the WWRF. He stated it will finish the surface access roadways and site area of the new aerobic digesters and replace paving and chip seal that was excavated and/or damaged as part of the construction of the new digesters. The total cost of the project is \$177,356.40 utilizing the City of Hobbs Annual Paving and Concrete Bid (1576-20) with Ramirez and Sons, Inc. Mr. Woomer stated an internal budget transfer of \$90,000.00 will be necessary to fully fund the work.

There being no discussion, Commissioner Fields moved to approve the paving project with Ramirez and Sons, Inc., in the amount of \$177,356.40 including GRT. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 6970 - Authorizing the Mayor to Execute a Grant Agreement with the State of New Mexico, Department of Finance and Administration, for 2020 Legislative Capital Appropriation Project Number 20-E2593 in the Amount of \$1,500,000.00 for the Purchase and Equipping of a Fire Truck with an Aerial Platform for the City of Hobbs Fire Department

Mr. Barry Young, Deputy Fire Chief, explained the agreement and stated a 2020 Legislative Capital Appropriation Project in the amount of \$1,500,000 has been awarded to the City of Hobbs Fire Department to purchase and equip a fire truck with an aerial platform. This project will address the need for a second aerial apparatus for the Hobbs Fire Department which will allow the department to continue the high level of services expected and provided throughout the community. Deputy Chief Young stated this is the second Legislative appropriation funded to the Hobbs Fire Department. He expressed thanks and appreciation to Senator Gaye Kernan, Senator Gregg Fulfer, Representative David Gallegos and Representative Larry Scott for their assistance with both of these appropriations.

There being no discussion, Commissioner Calderón moved that Resolution No. 6970 be adopted as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1581-20 for RV Space Electrical Renovation at Harry McAdams Park RV Campground and Recommendation to Accept the Bid of Ingram Professional Services in the Amount of \$56,732.68 Plus NMGRT

Mr. Bryan Wagner, Parks and Open Space Director, explained the bid for electrical renovation at Harry McAdams Park RV Campground. He stated this will replace and update all electrical to the existing RV spaces at the campground. The existing electrical infrastructure is in dire need of replacement and upgrade to current State electrical code which currently serves 16 RV spaces. He stated six bids were received for the project and staff recommends accepting the bid from Ingram Professional Services in the amount of \$56,732.68 plus GRT.

In response to Commissioner Gerth's question, Mr. Wagner stated this price includes complete removal of the existing electrical.

There being no further discussion, Commissioner Gerth moved that Bid No. 1581-20 be awarded to Ingram Professional Services for RV Electrical Renovation at Harry McAdams Park RV Campground in the amount of \$56,732.68 plus GRT. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Acting City Manager/Fire Chief Manny Gomez expressed thanks and appreciation to City staff for their excellent work. Through all of the challenges that face us, City staff continues to provide high quality services.

Acting City Manager/Fire Chief Gomez encouraged everyone to view the City Manager's monthly reports on the website which showcase the statistics and description of services offered in each of the departments.

Acting City Manager/Fire Chief Gomez stated tonight's budget adjustment included an expense line item of \$658,568.00 of CARES Act Funding for the Small Business Continuity Grants. He stated the City had requested \$1.375 million in funding. Staff will be implementing a strategy to administer and oversee administration of the grant funding. A committee will attend training by DFA on September 16, 2020, to get a better idea of the pre-award and post-award process. Information will be disseminated as soon as possible about the application process. Acting City Manager/Fire Chief Gomez stated he has received calls from several businesses about the grant funding.

Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to the Legislative delegation for their assistance in the appropriations to the Hobbs Fire Department. He also thanked Deputy Fire Chief Barry Young for his work in this process.

Acting City Manager/Fire Chief Gomez announced that Friday, September 11, 2020, marks the 19th Anniversary of the 9-11 event in New York. Flag ceremonies will occur on September 11th at 9:00 a.m. On September 12, 2020, there will be a stair climb at Watson Memorial Stadium of 2,071 steps in memory of the 110 floors climbed at the Twin Towers. We have all vowed to never forget.

Commissioner Mills stated XTO Energy has pulled its plan for future development in our area. While there is excitement for the upcoming CTE facility and the Covenant Hospital, many people are still struggling with losses due to COVID and struggle with the reality going forward. Commissioner Mills stated the City has been conservative with its budget in the past, and he stated the City should continue and proceed cautiously and conservatively with its budget for the future.

Commissioner Calderon expressed concern about divisiveness in the community. He commented that Democrats and Republicans should not attack each other and the community should not become divided over race, color or political affiliation.

Commissioner Penick expressed thanks to the Hobbs Fire Department for a recent tour provided to his granddaughter and for information provided by Mr. Todd Randall, City Engineer. He encouraged the community to get back to business, and he suggested the City Commission should resume its meetings in the Commission Chamber and that children should be allowed to get back into school.

Commissioner Gerth expressed appreciation to all City employees and to the Department Heads.

Mayor Cobb thanked the community for its support.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:30 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

AWARDS OF MERIT

September Milestones 2020

5 years

Carri Valverde	HFD	9/04/2015
Joyce Hester	Hobbs Express	9/08/2015
Manuel Martinez	Golf Maintenance	9/13/2015
David Torres	HPD	9/23/2015
Ronald Cooper	Sports Field	9/28/2015
James Littleton	Code Enforcement	9/28/2015
Jane Schumacher	Library	9/28/2015
Meghan Mooney	City Manager's Office	9/30/2015

15 years

Sandra Boltshauser	Clerk's	9/06/2005
Shane Blevins	HPD	9/28/2005



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2020

SUBJECT: Fire Prevention & Safety (FP&S) Grant Award

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: September 14, 2020
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

The City of Hobbs Fire Department has been awarded the FY2019 Fire Prevention & Safety (FP&S) grant by the U.S. Department of Homeland Security and the Federal Emergency Management Agency. The purpose of this grant is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. The award for the City of Hobbs Fire Department will allow the purchase of approximately 3,300 long life smoke detectors to aid in a smoke detector initiative the department is pursuing.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The approved amount of federal funding through this grant is \$46,985.71. As a condition of the grant, the City is required to contribute non-Federal funds equal to or greater than 5% of the Federal funds awarded. The City contribution will be \$2,349.29, which brings the total approved budget for the project to \$49,335.00. The period of performance for this grant is one year, with the expiration date being September 9, 2021.

Revenues and expenditures for this grant will need to be budgeted in the General Fund and included in the next BAR Adjustment and approved by DFA.

Attachments:

- 1. Award Letter/Package
2. Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval to accept the Fire Prevention & Safety (FP&S) grant funding from the Department of Homeland Security and the Federal Emergency Management Agency.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 6971

A RESOLUTION AUTHORIZING THE APPROVAL TO ACCEPT THE FIRE PREVENTION & SAFETY (FP&S) GRANT FUNDING FROM THE DEPARTMENT OF HOMELAND SECURITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the City of Hobbs Fire Department has been awarded the FY2019 Fire Prevention & Safety (FP&S) grant by the U.S. Department of Homeland Security and the Federal Emergency Management Agency; and

WHEREAS, the purpose of the grant is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development; and

WHEREAS, the City of Hobbs Fire Department applied for funding to purchase 3,300 long life smoke detectors to aid in a smoke detector initiative; and

WHEREAS, the City of Hobbs Fire Department has been awarded \$46,985.71 in federal funding through the grant and the City is required to contribute non-federal funds equal to or greater than 5% of the Federal funds awarded, or \$2,349.29; and

WHEREAS, the total approved budget for the project is \$49,335.00;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby authorizes the acceptance of the Fire Prevention & Safety (FP&S) grant funding from the Department of Homeland Security and the Federal Emergency Management Agency.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Barry Young
HOBBS, CITY OF
200 E BROADWAY ST
HOBBS, NM 88240



EMW-2019-FP-00819

Dear Barry Young,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Fire Prevention & Safety (FP&S) Grant funding opportunity has been approved in the amount of \$46,985.71 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,349.29 for a total approved budget of \$49,335.00. Please see the FY 2019 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2019 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", with a horizontal line extending to the right and a small flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Fire Prevention & Safety

Recipient: HOBBS, CITY OF

DUNS number: 079339222

Award number: EMW-2019-FP-00819

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Fire Prevention and Safety funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	First Year	Total
Personnel	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$49,335.00	\$49,335.00
Contractual	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Other	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00
Federal	\$46,985.71	\$46,985.71
Non-federal	\$2,349.29	\$2,349.29
Total	\$49,335.00	\$49,335.00
Program Income		\$0.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY19 FP&S NOFO.

Approved request details:

Community Risk Reduction

Other (Explain)

Long life, non-removable battery smoke detectors.

DESCRIPTION

Project is the purchase of 3,300 long life smoke detectors to aid in a smoke detector initiative this department is pursuing.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	3,300	\$14.95	\$49,335.00
2	0	\$0.00	\$0.00

BUDGET CLASS

Supplies

Agreement Articles

Program: Fiscal Year 2019 Fire Prevention & Safety

Recipient: HOBBS, CITY OF

DUNS number: 079339222

Award number: EMW-2019-FP-00819

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	DHS Specific Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 22	Lobbying Prohibitions
Article 23	National Environmental Policy Act
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-supplanting Requirement
25	
Article	Notice of Funding Opportunity Requirements
26	
Article	Patents and Intellectual Property Rights
27	
Article	Procurement of Recovered Materials
28	
Article	Rehabilitation Act of 1973
29	
Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
	Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act
	Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies
	Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status
	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving
	Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974
	Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990
	In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
Article 27	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
Article 28	<p>Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
Article 29	<p>Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
Article 30	<p>Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 31	<p>Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FP-00819	2. Amendment No. N/A	3. Recipient No. 856000141	4. Type of Action AWARD	5. Control No. WX02930N2020T		
6. Recipient Name and Address HOBBS, CITY OF 200 EAST BROADWAY HOBBS, NM 88240		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Barry Young		9a. Phone No. 5753979308	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/03/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/10/2020 to 09/09/2021 Budget Period 09/10/2020 to 09/09/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FP&S	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$46,985.71	\$46,985.71	\$2,349.29
Totals			\$0.00	\$46,985.71	\$46,985.71	\$2,349.29
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	DATE 09/03/2020



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21st, 2020

SUBJECT: APPROVE GADES SALES FOR SIGNAL EQUIPMENT PURCHASE FOR DAL PASO / SANGER SIGNAL REPLACEMENT (State Price Agreement 00-80500-20-16819)

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 9-11-2020
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City has requested a quote for Gades Sales to supply materials for signal upgrade at Dal Paso St. and Sanger St. This will ensure that the materials are available for the construction project, as the lead time is anticipated to be 3 to 6 months.

Signal improvements include new signal poles, signal heads, video detection and controller cabinet. In addition, the Engineering Department will manage the purchase of materials, and multiple contractors to reduce overall project costs.

Fiscal Impact:

Reviewed By:

[Signature]
Finance

Budget Line: 48-4048-44901-00295
Budgeted: \$350,000.00
Material Purchase: \$93,893.00

Attachments:

Cost Breakdown for Gades Sales (00-80500-20-16819)

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Consideration and approval of the purchase order to Gades Sales for Traffic Signal Equipment

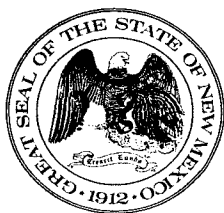
Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
File No.
Denied



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
9 Vendors Awarded- See page 6 for details

Telephone No.:

Price Agreement Number: **00-80500-20-16819**

Payment Terms: **Net 30**

F.O.B.: **As Requested**

Delivery: **See page 6**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

Invoice:
New Mexico Department of Transportation
As Requested at Time of Order.

For questions regarding this agreement please contact:
India Garcia- (505) 690-7383

Title: **Traffic Signal Equipment and Supplies**

Term: **August 21, 2020 thru August 20, 2021**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
 Mark Hayden, New Mexico State Purchasing Agent

Date: 8/20/2020

x This Agreement was signed on behalf of the State Purchasing Agent



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2020

SUBJECT: Resolution approving FY2020 Capital Asset Inventory
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 09/15/20
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The City Commission should certify the Capital Asset Inventory annually per Section 2.20.1.16.E NMAC which states "The results of the physical inventory shall be recorded in a written inventory report, certified as to correctness and signed by the governing authority of the agency." Amounts submitted for certification for the Fiscal Year ending June 30, 2020 are as follows:

- Governmental Fixed Assets \$368,716,345.58
Business Type Activity Fixed Assets \$164,331,832.31

Each department has been provided a listing of the assets related to their various areas and have submitted a certification of correctness to the Finance Department.

Fiscal Impact:

No fiscal impact.

Reviewed By: [Signature]
Finance Department

Attachments:

- Resolution,
A summary of capital assets detailing the beginning balance, additions, deletions and the FY20 ending balance.

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Approval of resolution.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 6972

A RESOLUTION APPROVING THE CITY OF
HOBBS 2020 FISCAL YEAR CAPITAL ASSET INVENTORY

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO that the City Commission hereby approves and certifies the City of
Hobbs Fiscal Year 2020 Capital Asset Inventory.

PASSED, ADOPTED AND APPROVED THIS 21th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Governmental Activities:

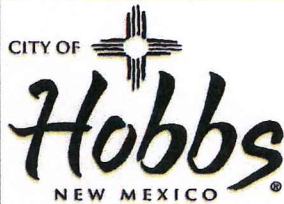
	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Capital assets not being depreciated:				
Land	7,064,264.89			7,064,264.89
Construction in progress	2,268,400.36	2,311,178.12	1,148,758.29	3,430,820.19
	<u>9,332,665.25</u>	<u>2,311,178.12</u>	<u>1,148,758.29</u>	<u>10,495,085.08</u>
Capital assets being depreciated:				
Buildings	99,412,266.34	833,298.84		100,245,565.18
Equipment	53,140,043.54	2,452,976.07	1,516,236.18	54,076,783.43
Land improvements	71,531,194.10	1,212,740.24		72,743,934.34
Infrastructure	127,932,441.87	629,758.97		128,562,200.84
	<u>352,015,945.85</u>	<u>5,128,774.12</u>	<u>1,516,236.18</u>	<u>355,628,483.79</u>
Amortizable assets				
Intangible assets	2,596,356.71		3,580.00	2,592,776.71
Total amortizable assets	<u>2,596,356.71</u>	<u>-</u>	<u>3,580.00</u>	<u>2,592,776.71</u>
Total capital assets	<u>363,944,967.81</u>	<u>7,439,952.24</u>	<u>2,668,574.47</u>	<u>368,716,345.58</u>

Business-type Activities:

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Capital assets not being depreciated:				
Land	12,472.69			12,472.69
Construction in progress	11,906,316.34	3,961,128.97	298,092.99	15,569,352.32
	<u>11,918,789.03</u>	<u>3,961,128.97</u>	<u>298,092.99</u>	<u>15,581,825.01</u>
Capital assets being depreciated:				
Buildings	28,433,125.17			28,433,125.17
Equipment	44,547,054.73	580,297.89	654,445.88	44,472,906.74
Land improvements	2,313,697.17	27,499.56		2,341,196.73
Infrastructure	72,689,563.62	808,215.04		73,497,778.66
	<u>147,983,440.69</u>	<u>1,416,012.49</u>	<u>654,445.88</u>	<u>148,745,007.30</u>
Amortizable assets				
Intangible assets	5,000.00			5,000.00
Total amortizable assets	<u>5,000.00</u>	<u>-</u>	<u>-</u>	<u>5,000.00</u>
Total capital assets	<u>159,907,229.72</u>	<u>5,377,141.46</u>	<u>952,538.87</u>	<u>164,331,832.31</u>



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2020

SUBJECT: Resolution authorizing approval of the application process for the CARES Act Relief Funds Small Business Continuity Grants

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 9-17-2020
SUBMITTED BY: Toby Spears, CPA, CFE – Finance Director

Summary:

The City of Hobbs was awarded a federal CARES Act Relief Funds Small Business Continuity Grant in the amount of \$658,969. The NM Department of Finance and Administration has oversight on this overall grant and has provided recommended process and procedure guidelines to municipal governments. The City has established an overall application process for small businesses headquartered in Hobbs. Small businesses may qualify and receive up to \$5,000 per application, not to exceed \$20,000 in the aggregate. Eligible reimbursement expenditures are from March 1, 2020 to June 30, 2020 and July 1, 2020 to December 30, 2020. The following criteria is summarized as follows:

Must be headquartered in Hobbs

Have been forced to close or severely curtail business operations as a result of closure orders from the State

Annual Revenue of \$2 million or less prior to the impact of COVID-19

Business must have a start date prior to March 1, 2019

50 or fewer full-time equivalent employees

If awarded, the grant is reimbursement only. The grant proceeds must be spent on eligible "business continuity" expenses plus "business redesign" expenses necessary to adopt COVID Safe Practices.

Attached are the proposed instructions, application, checklist items, grant award and reimbursement spreadsheets.

Fiscal Impact:

The funding has been established in the overall budget of \$658,969. (both revenue and expenditures)

Reviewed By: 

Finance Department

Attachments:

Resolution;
Application Instructions
Application
Document Checklist
Expenditure Summary Spreadsheet
City of Hobbs Grant Award

Legal Review:

Approved As To Form: 

City Attorney

Recommendation: The Commission should consider the Resolution

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6973

A RESOLUTION AUTHORIZING APPROVAL OF THE APPLICATION PROCESS FOR THE CARES ACT RELIEF FUNDS SMALL BUSINESS CONTINUITY GRANT

WHEREAS, small businesses in Hobbs, New Mexico, have suffered devastating impacts of the COVID-19 pandemic and many small businesses have incurred costs directly associated with attempted compliance with the State of New Mexico's Public Health Orders;

WHEREAS, on September 1, 2020, the City of Hobbs was notified by the State of New Mexico that it had been awarded a federal CARES Act Relief Funds Small Business Continuity Grant in the amount of \$658,969; and

WHEREAS, the purpose of the Grant is to reimburse small businesses for "business continuity" expenses as well as "business redesign" expenses necessary to comply with the State of New Mexico's Public Health Orders during the COVID-19 pandemic between March 1, 2020, and December 30, 2020; and

WHEREAS, the State of New Mexico Department of Finance and Administration shall maintain oversight of the Grant and has also provided the City of Hobbs with recommended procedural guidelines for implementation and disbursement of Grant funds; and

WHEREAS, pursuant to the guidelines set by the New Mexico Department of Finance and Administration, the City of Hobbs has developed the Small Business Grant Application process for small businesses headquartered in Hobbs, New Mexico, to apply for and subsequently receive Grant funds; and

WHEREAS, in formulating the Small Business Grant Application process, the City of Hobbs seeks to implement an online application process that allows for quick processing of applications and related documents and also allows for the maximum expenditure of the entirety of Grant funds to as many small businesses in Hobbs, New Mexico, as possible prior to December 30, 2020; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs Small Business Grant Application process is hereby approved and the City Manager and staff are directed to do all things appropriate and necessary to ensure that the federal CARES Act Relief Funds Small Business Continuity Grant awarded to the City of Hobbs is disbursed to the benefit of small businesses headquartered in Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 21st day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CARES Act Relief Funds – Small Business Application Instructions

STATE OF NEW MEXICO SMALL BUSINESS CONTINUITY GRANT APPLICATION PERIOD OPENS SEPTEMBER 22 2020 AND CLOSES DECEMBER 4, 2020

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The State of New Mexico is providing Coronavirus Aid Relief funds to reimburse costs for expense due to COVID-19.

*****IMPORTANT: PLEASE READ ALL OF THE CORONAVIRUS RELIEF FUND GUIDANCE FOR STATE, TERRITORIAL, LOCAL, AND TRIBAL GOVERNMENTS INFORMATION.**

APPLICATIONS ARE FINAL UPON SUBMISSION, THEREFORE, ADDITIONAL INFORMATION WILL NOT BE REQUESTED OR CONSIDERED EXCEPT FOR THE DOCUMENTS LISTED BELOW.

Who can apply?

- This grant is available to qualifying small businesses with 50 or fewer full-time equivalent employees in Hobbs, New Mexico as long as funding remains for the program. The grant proceeds must be spent on eligible “business continuity” expenses. In addition, you may qualify for additional funding for “business redesign” expenses necessary to adopt COVID Safe Practices, and eligible expenses for both portions of this grant program outlined below.
- To be eligible, your company must be headquartered in Hobbs, New Mexico and either have been forced to close or severely curtail business operations as a result of closure orders from the state and have an annual revenue of \$2 million or less prior to the impact of COVID-19. The business must have also had a start date of March 1, 2019 or prior.

- **QUALIFIED APPLICANTS WILL BE AWARDED ONE GRANT AT THE CITY COMMISSION MEETING AS FOLLOWS:**

Applicants may receive up to \$ 5,000 per application, not to exceed \$20,000 in the aggregate per entity.

Amount requested _____ (under thresholds only)

NOTE: If awarded, expenditures will be on a reimbursement basis up to award amount

- Related Party – If a City of Hobbs employee owned business or related party business qualifies for an award, the award must be approved and disclosed to the City Commission

Who is not eligible to apply?

- Businesses headquartered outside the City of Hobbs, New Mexico
- Businesses exceeding 50 full-time equivalent employees
- Businesses with annual revenue exceeding \$2 million
- Businesses that started after March 1, 2019
- Businesses that were not forced to close or had severely curtailed business operations as a result of closure orders from the state

What documents are required?

- Completed application form (submitted online)

All documentation listed below are required upon execution of the grant award:

- City of Hobbs Business Registration
- Certificate of good standing – NM Secretary of State (if applicable)
- Copy of 941 for June 30, 2020
- Copy of your payroll to include March 1, 2020
- Most recent payroll at time of application
- Documentation of March and April 2019 total gross receipts (Copy of CRS-1 March/April 2019)
- Documentation of March and April 2020 total gross receipts (Copy of CRS-1 March/April 2020)
- Most recent taxes documenting net taxable income (Copy of Schedule C, 1120, 990, K-1 or audited Financial Statement – whichever entity applies)
- Unemployment insurance tax documentation for the fourth quarter of 2019 (Copy of 4th quarter 2019 SUTA wage and employee amounts)
- Completed W9 Form
- Voided Check from applicant business
- Related Party Disclosure Form
- Mortgage/Rental Agreement (Current)

What expenses will be covered?

Business Continuity:

- Non-owner employee payroll
- Rent
- Scheduled mortgage payments
- Insurance
- Utilities
- Marketing

Business Redesign:

- Reconfiguring physical space
- Installing plexi glass barriers
- Purchasing web-conferencing or other technology to facilitate work-at-home
- PPE for employees
- Temporary structures to mitigate the spread of Covid-19

For internal control purposes of CARES Act SBA Relief funds, the organization must provide valid proof of expenditures, receipts and cancelled checks. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices, receipts and cancelled checks must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, invoice, bank statement or other documentation to determine whether or not the transaction is valid for CARES Act SBA Relief funds.

For questions regarding this application, please email sbaker@hobbsnm.org or tspears@hobbsnm.org. After submitting the application, you will be notified of your award amount and will be allowed to proceed with submitting eligible documentation. Please allow 10 business days for processing after the submission deadline.

Applicants must be aware that applying for this grant may result in not being eligible to apply for other federal grants.

Funds will be provided on a reimbursement basis. (Grantees must submit clear copies of invoices and proof of payment. This is required for federal audit purposes.) (Documentation regarding payroll expenses will be required.)

LEGAL NOTICE: By clicking "submit" on the online application form, I certify that the information provided in this application is true and that the expenses will not be reimbursed through other CARES Act funds. I understand this grant is for expenses incurred between March 1, 2020 and December 30, 2020 as specified above.

I understand that knowingly making a false statement to obtain this grant or providing expenditures that do not qualify may result in the applicant refunding all reimbursed expenditures to the Department of Finance & Administration.

IMPORTANT NOTE: PLEASE ANSWER ALL QUESTIONS. FAILURE TO DO SO WILL DELAY THE PROCESSING OF YOUR APPLICATION AND MAY FURTHER RESULT IN YOUR APPLICATION BEING DENIED IF INFORMATION REQUESTED IS NOT PROVIDED TO THE CITY OF HOBBS IN A TIMELY MANNER.

City of Hobbs Small Business Grant Application

Contact Information

**Full Legal Organization
Name**

New Mexico Taxpayer ID

Hobbs Business License
Number

Do you have a current
certificate in Good Standing

 Yes No

Street Address

City

State

Zip Code

Organization Website

Only the owner, CEO or other authorized representative of the business may apply for this grant.

**Name of Owner /CEO or
Authorized Representative**

Title

Phone Number

E-mail Address

**Contact Person
(if different)**

Title

Phone Number

E-Mail Address

Organization Information

Is your business headquartered in New Mexico? Yes
 No

Year Established

Type of Business C-Corp LLC
 Partnership Sole Proprietor

Number of full time employees

Number of Part time employees

Total Gross Receipts for March 2019

Total Gross Receipts for April 2019

Total Gross Receipts for March 2020

Total Gross Receipts for April 2020

Was your business included in the New Mexico orders to shut down or severely curtail business operations? yes
 no

Did you shut down or severely curtail your business activities as a result of the close order? yes
 no

Is so, what date did you close or curtail your business?

If you curtailed rather than closed your business, please describe the nature of the curtailment. (400 characters or less)

What is your best estimate of what month you did or will reopen?

When you reopen, what percent of capacity do you expect to operate at? 0% - 25% 26% - 50%
 51% - 75% 76% - 100%

What is your business net taxable income in the most recent complete tax year?

What impact do you anticipate the COVID-19 crisis and related effects will have on your revenues for the 2020 as a whole?

- no effect 10% 20%
 30% 40% 50%
 60% 70% 80%
 90% 100%

If you pay withholding, have you delayed or plan to delay withholding tax?

- yes
 no

How many years has your business been in continuous operation through March 1, 2020?

How many employees did you report to the state for unemployment insurance taxes for the fourth quarter of 2019?

What total payroll did you report to the state for unemployment for the fourth quarter of 2019?

Have you been approved for either of these programs?

- SBA Paycheck Protection Program Loan
 Economic Injury Disaster Loan
 I have not been approved for either program

Is your business owned by a socially disadvantaged group? (check all that apply)

- No Woman Veteran
 Minority Tribal

Do you own or rent your business premises?

- Own
 Rent

Are you or your family related to anyone employed with the City of Hobbs

- yes
 no

If yes, please provide name of employee

Please read and certify the following information

The application, including attachments, is subject to disclosure under New Mexico's public records law, subject to limited applicable exemptions. Applicant acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed without any notice to applicant if a public records request is made for such information. The City will not be liable to applicant for such disclosure.

Social Security numbers are collected, maintained and reported by the City in compliance with IRS 1099 reporting requirements and are not considered public records pursuant to N.M.S.A. §14-3-7.1.

If applicant believes that information in its application, including attachments, contains information that is confidential and exempt from disclosure, applicant must include a general description of the information and provide reference to the New Mexico statute or other law exempting such designated information from disclosure in the event of a public records request. The City does not warrant or guarantee that information designated by Applicant as exempt from disclosure is exempt and will make disclosure in accordance with applicable law in its sole discretion.

I certify that I am authorized to submit this application on behalf of the organization, the information provided in this application is true and accurate to the best of my ability, and no false or misleading statements have been made in order to secure approval of this application. City of Hobbs is authorized to make all the inquiries deemed necessary to verify the accuracy of the information contained herein. Additionally, applicant agrees that in the event that a CARES small business grant is awarded pursuant to this application, City of Hobbs or its agent shall be entitled to access and audit such records as may be necessary to prevent fraud and ensure compliance with federal requirements. Under penalty of perjury, I declare that I have read the foregoing application and that the facts stated in the application are true and correct. I understand that knowingly making a false written declaration is a felony.

Applicant Name

Applicant Title

Applicant Signature

Today's Date

For any questions, correspondence, or additional information, please contact the City of Hobbs

City of Hobbs – Finance Department:
200 E. Broadway
Hobbs, NM 88240
TEL: 575-397-9235

Checklist of Documents

- 1. Copy of City of Hobbs Business Registration**
- 2. Copy of Certificate of Good Standing and Compliance with State of New Mexico (if applicable)**
- 3. Copy of June 30, 2020 IRS Form 941**
- 4. Copy of NM Taxation and Revenue Department CRS -1 March 2019**
- 5. Copy of NM Taxation and Revenue Department CRS-1 April 2019**
- 6. Copy of NM Taxation and Revenue Department CRS-1 March 2020**
- 7. Copy of NM Taxation and Revenue Department CRS-1 April 2020**
- 8. Copy of either IRS form Schedule C, 1120, 990, K-1 or audited financial statement for calendar year 2019 (whichever entity applies)**
- 9. Copy of report for SUTA wage and employee amounts 4th quarter December 2019**
- 10. Related Party Disclosure Form**
- 11. Completed W-9 Form**
- 12. Mortgage or Rental Agreement**

Exhibit 2
2020 NM Small Business
Coronavirus Relief Fund
Backup Documentation Form

	A	B	C	D	E	F	G
1	Date Submitted	Vendor	Invoice #	Item Description	Amount	Date Paid	Date Received
2					\$ -		
3					\$ -		
4					\$ -		
5					\$ -		
6					\$ -		
7					\$ -		
8					\$ -		
9					\$ -		
10					\$ -		
11					\$ -		
12					\$ -		
13					\$ -		
14					\$ -		
15					\$ -		
16					\$ -		
17					\$ -		
18					\$ -		
19					\$ -		
20					\$ -		
21	Total				\$ -		
22							
23							
24							
25							
26							
27							
28							
29							
30							

**Exhibit 3
2020 NM Small Business
Coronavirus Relief Fund
Payroll Backup Documentation Form**

Date(s) Worked	Employee Position	Description of Position	How does work performed relate to COVID-19?	Amount	Date Paid
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
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				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Total				\$ -	

Total \$ -

STATE OF NEW MEXICO
NM Small Business Coronavirus Relief Fund
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Grant Title: _____
 F. Grant Expiration Date: 12/30/2020 _____

II. Payment Computation

A. Payment Request No. _____ 1
 B. Grant Amount: _____ \$0.00
 C. Funds Requested to Date: _____ \$0.00
 D. Amount Requested this Payment: _____ \$0.00
 E. Reversion Amount (If Applicable): _____ \$0.00
 F. Grant Balance: _____ \$0.00
 G. Final Request for Payment (if Applicable)

III. Fiscal Year : FY2021 _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the federal reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with applicable laws in the State of New Mexico.

VI. Duplication Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented and have not been submitted for reimbursement under any other local, state or federal grant award, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with applicable laws in the State of New Mexico.

Grantee Fiscal Officer
 or **Fiscal Agent (if applicable)**

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date

Pay Request Form Instructions

Complete the following items on form: (see instructions below)

Exhibit 1 - I. Grantee Information

- A. Grantee
- B. Address
- C. Phone No
- D. Grant No
- E. Grant Title
- F. Grant Expiration Date

II. Payment Information

- A. Provide Pay Request Number
- B. Grant Amount (cell is locked)
- C. Funds Requested to Date (1st pay request will be \$0.00) (cell is locked)
- D. Amount Requested this Payment (will auto calculate from Exh. 2 and Exh. 3) (cell is locked)
- E. Reversion Amount (provide amount if reverting funds) (Include with final request for payment.)
- F. Grant Balance (this cell will auto calculate from Exh. 2 and Exh. 3)
- G. Final Request (check box for final request for payment)

III. Fiscal Year = will be locked to FY2021

IV. & V = Check Box to confirm Reporting and Compliance Certification

Before submitting Request for Payment please sign, print and date for:
Grantee Fiscal Officer or Fiscal Agent and Grantee Representative

Instructions

1. Complete Exhibit 2 Backup (total will auto calculate and be included in II. Payment Information, E. Amount Requested this Payment)
2. Complete Exhibit 3 Payroll (total will auto calculate and be included in II. Payment Information, E. Amount Requested this Payment)
3. Sign, Print and Date Exhibit 1.
4. Submit Exhibits 1, 2, and 3 with payment request(s). (include copies of NOO(s), invoice(s), and proof of payment)
5. Detailed Report - Complete with each pay request submission.
6. Provide narrative for the CARES Act Relief Fund Grant expenditures with final pay request.

All Request for Payments must be submitted electronically via email to DFACARES.Act@state.nm.us.

Please include in the Subject field your CARES Award Number (CARES-XXXXX-XXX).

If you have any questions on forms or expenditure eligibility, please submit via email to DFACARES.Act@state.nm.us.

CARES ACT FUNDING RECIPIENT:

Hobbs, City of

AWARD NUMBER:FUNDING AMOUNT:EXPIRATION DATE:

CARES-BUS-06002-CHO

\$658,969

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the “Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020” document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement and may request additional documentation (invoices, reports, etc.), as needed. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **Hobbs, City of**:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in “CARES Act Funding Reimbursement” for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

CARES Act Funding Recipient Representative

Date

CARES Act Funding Recipient CFO

Date

DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (**CARES-BUS-06002-CHO**) in the amount of **(\$658,969)**.

Department of Finance & Administration Representative

Date

Department of Finance & Administration CFO

Date



OFFICE OF
INSPECTOR GENERAL

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

July 2, 2020

OIG-CA-20-021

MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTS

FROM: Richard K. Delmar /s/
 Deputy Inspector General

SUBJECT: Coronavirus Relief Fund Reporting and Record Retention
 Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

Reporting Requirements and Timelines

Each prime recipient of Coronavirus Relief Fund payments¹ shall report Coronavirus Disease 2019 (COVID-19) related "costs incurred" during the "covered period"² (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions³ that is expected to be operational on

¹ Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

² Refer to Treasury's guidance dated June 30, 2020 for more information on costs incurred and the covered period.

³ A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

Interim Reporting for the period March 1 through June 30, 2020

By no later than July 17, 2020, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes; and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from Treasury;
2. the amount of funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity; and

4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

Recipient Portal Access: For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.⁴ **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

Reporting timeline

By no later than September 21, 2020, recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10th day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

⁴ The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

3. were incurred⁵ during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Thank you and we appreciate your assistance.

⁵ Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2020

SUBJECT: Purchase of 3,000 Spectrum 30D 5/8"x3/4" Metron Single Jet Cold Water Meters
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: September 10, 2020
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The City of Hobbs Utilities Department requests the purchase of 3,000 Spectrum 30D 5/8"x3/4" Metron Single Jet Water Meters. The purchase of these new meters will replace 3,000 Residential Neptune Water Meters that have reached their useful life expectation of +15 years. Meter replacement will be completed in-house by Utilities Department personnel.

This purchase will utilize State Pricing Department (SPD) Contract Number 00-00000-20-00114.

Fiscal Impact: \$541,200.00

Reviewed By: 
Finance Department

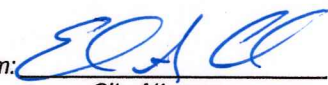
Funds for the purchase of Spectrum 30D 5/8"x3/4" Metron Single Jet Cold Water Meters are budgeted in the FY2020/2021 Enterprise Fund Budget.

This purchase utilizes Account Number 61-4061-44901-00091 and is budgeted in the amount of \$614,483.89.

Attachments:

- State Pricing Department (SPD) Contract 00-00000-20-00114
- Specifications; Spectrum 30D Metron 5/8"x3/4" Single Jet Water Meters

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve the purchase of 3,000 Spectrum 30D Metron 5/8"x3/4" Single Jet Water Meters utilizing State Pricing Department (SPD) Contract 00-00000-20-00114.

Approved For Submittal By:


Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied : _____
File No. _____

CITY OF HOBBS REQUISITION/QUOTE FORM

(Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO

VENDOR NAME:

FROM: Utilities Department

ADDRESS:

1)
Water Meters of NM
PO BOX 341
Ruidosa Downs NM 88346
505-238-8012

2)

3)

DATE: 09/11/2020

PHONE/FAX NO:

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	1)		2)		3)	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3000	3/4" Metron Spectrum S30 Single Jet Water Meter	\$180.00	\$540,000.00				
TOTAL AMOUNT		\$541,200.00					
DELIVERY DATE		Oct 5, 2020					
ESTIMATED SHIPPING CHARGES		\$1,200.00					

CHECK ONE: STATE CONTRACT GSA CONTRACT CONTRACT NO. 00-00000-20-00114 EXPIRATION DATE Sep 7, 2021

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: Water Meters of New Mexico POINT OF CONTACT: Brant Jones (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO) State Purchasing List

Account No. 61-4061-44901-00091 Prepared By: Martin Gutierrez Department Approval: *Tim Woomey*

SUPERIOR PRINTING SERVICE - HOBBS, NM 88240 14876-AS



Water Meters of New Mexico, LLC

Estimate

Attention: Brant Jones
 PO Box 341
 Ruidoso Downs, NM 88346

Date	Estimate #
9/8/2020	356

505-238-8012

Name / Address
City of Hobbs Accounts Payable 200 E. Broadway Hobbs, NM 88240

Project

Item	Description	Qty	Rate	Total
Hobbs-S-30--5/8 x 3/4 Shipping	Spectrum 30-residential single jet water meter transmit single gallons Shipping	3,000	180.00 1,200.00	540,000.00 1,200.00
State Of NM Price Agreement	Balance of the 5000 quoted last year Statewide Price Agreement #00-00000-20-00114-AF		0.00	0.00

Subtotal		\$541,200.00
Sales Tax (7.4375%)		\$0.00
Total		\$541,200.00



**State of New Mexico
General Services Department
Statewide Price Agreement**

Awarded Vendor:
7 Vendors (see page-6)

Email: _____
Telephone No.: _____

Price Agreement Number: 00-00000-20-00114

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page-6

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

Procurement Specialist: Yuliasuti Wulandari

Telephone No.: 505-827-0485

Email: Yuliasuti.Wulandari@state.nm.us

Invoice:
As Requested

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

Term: September 8, 2020 thru September 7, 2021 ✓

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 9/8/2020

x **This Agreement was signed on behalf of the State Purchasing Agent**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Awarded Vendors:

(AA) 0000046189
Baker Utility Supply
4320 2nd St NW
Albuquerque, NM 87107
Phone: (505) 884-0990
Email: glohman@bakerutility.com

Delivery: Stock to four weeks

(AB) 0000134320
Core & Main LP
6135 2nd Street NW
Albuquerque, NM 87107
Phone: (505) 344-0223
Email: terri.baker@coreandmain.com

Delivery: Approx 2-3 Weeks ARO

(AC) 0000146918
Mountain States Pipe & Supply
7765 Electronic Drive
Colorado Springs, CO 80922
Phone: (719) 634-5555
Email: pcarroll@msps.com

Delivery: F.O.B. Destination

(AD) 0000014068
New Mexico Meters LLC
9119 Anacapa Ave NW
Albuquerque, NM 87121
Phone: (505) 948-1645
Email: chris@newmexicometers.com

Delivery: Stock to 4 weeks

(AE) 0000108289
Resource Wise, LLC
6020 Midway Park Blvd. NE, Ste H
Albuquerque, NM 87109
Phone: (505) 359-5763
Email: info@resource-wise.com
aburke@resource-wise.com

Delivery: 6020 Midway Park Blvd Suite H, ABQ, NM 87109
With a single P.O. of \$25,000 or greater shipping is
FOB point of shipment pre-paid allowed

(AF) 0000126444
Water Meters of New Mexico
PO Box 341
Ruidoso Downs, NM 88346
Phone: (505) 238-8012
Email: bhjones46@yahoo.com

Delivery: Destination as Requested



(AG) 0000126456
Zenner Performance Meters, Inc. DBA Zenner USA
15280 Addison Road, Suite 240
Addison, TX 75001
Phone: (972) 386-6611 ext. 125
Email: bnance@zennerusa.com

Delivery: 4 weeks after receipt of order

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-2

Terms and Conditions

(Unless otherwise specified)

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.
13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.
18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.
19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.
21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-4

Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-5

its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Awarded Vendors:

(AA) 0000046189

Baker Utility Supply
4320 2nd St NW
Albuquerque, NM 87107
Phone: (505) 884-0990
Email: glohman@bakerutility.com

Delivery: Stock to four weeks

(AB) 0000134320

Core & Main LP
6135 2nd Street NW
Albuquerque, NM 87107
Phone: (505) 344-0223
Email: terri.baker@coreandmain.com

Delivery: Approx 2-3 Weeks ARO

(AC) 0000146918

Mountain States Pipe & Supply
7765 Electronic Drive
Colorado Springs, CO 80922
Phone: (719) 634-5555
Email: pcarroll@msps.com

Delivery: F.O.B. Destination

(AD) 0000014068

New Mexico Meters LLC
9119 Anacapa Ave NW
Albuquerque, NM 87121
Phone: (505) 948-1645
Email: chris@newmexicometers.com

Delivery: Stock to 4 weeks

(AE) 0000108289

Resource Wise, LLC
6020 Midway Park Blvd. NE, Ste H
Albuquerque, NM 87109
Phone: (505) 359-5763
Email: info@resource-wise.com
aburke@resource-wise.com

Delivery: 6020 Midway Park Blvd Suite H, ABQ, NM 87109
With a single P.O. of \$25,000 or greater shipping is
FOB point of shipment pre-paid allowed

(AF) 0000126444

Water Meters of New Mexico
PO Box 341
Ruidoso Downs, NM 88346
Phone: (505) 238-8012
Email: bhjones46@yahoo.com

Delivery: Destination as Requested

(AG) 0000126456

Zenner Performance Meters, Inc. DBA Zenner USA
15280 Addison Road, Suite 240
Addison, TX 75001
Phone: (972) 386-6611 ext. 125
Email: bnance@zennerusa.com

Delivery: 4 weeks after receipt of order

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-7

Specifications:

The purpose of this Invitation to Bid (ITB) is to establish a Statewide Price Agreement for Cold Water Meters, Encoding & Reading Equipment and Utility System Software. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law.

The specifications are intended to describe items for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Term:

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

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to award to multiple vendors per item, which would result in a multiple award. Multiple awards are recommended to ensure availability and timely delivery.

Payment Provisions:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Payment or Acceptance Not Conclusive:

No payment made under this agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-8

of defective work or improper materials, nor relieve the vendor from corrections of the defects. The final acceptance shall not be binding upon the user agency or the State, nor conclusive, should it subsequently develop the vendor had furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the user agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the vendor.

Price:

The prices quoted in the bid shall remain in effect until the manufacturer imposes a regular price increase, but for not less than one year from the date of award of the Purchasing Agreement. Subsequent price increases shall also reflect regular price increases by the manufacturer and shall remain in effect for not less than one year from the time of their imposition.

Escalation/Reduction:

In the event of a product cost increase an escalation request will be reviewed by State Purchasing Division annually at the time of renewal. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by the user. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
- b.) Price agreement item number affected
- c.) Current item price
- d.) Proposed new price
- e.) Percentage of increase; and
- f.) Manufacturer/Mill/supplier notification of price increase indicating percentage of increase.

Shipping Note:

Prepay freight and add to invoice as a separate item.

Inspection of Work:

Representatives of the ordering agencies shall have access, at any reasonable time, to the vendor's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

General Conditions:

Each agency and/or institution will place their own orders and verify in writing the items being purchased. Invoicing and payments are to be handled by each agency/institution. Agencies and/or institutions shall provide awarded vendors with name(s) of contact personnel authorized to act as representative of their agencies, for this Price Agreement.

Local governments utilizing this Price Agreement must confirm pricing and availability from the vendor prior to ordering.

Delivery shall be F.O.B. destination as specified at the time of order. Vendor is to ship only completed orders; partial shipments will not be accepted. Prior to shipping, awarded vendor must call 24 hours in advance to receive delivery instructions and to ensure warehouse gates are open, if applicable.

No guaranteed quantities will be purchased of any item in a fiscal year.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-9

Manufacturer:

All equipment offered shall be of a single manufacturer. The manufacturer shall have a minimum of ten (10) years of manufacturing and field experience with the Water Meters quoted. The manufacturer of the equipment offered must have a minimum of ten (10) years' experience manufacturing Water Meters. The manufacturer shall have a minimum of five (5) years of manufacturing and field experience with the Encoded Registers quoted. The manufacturer shall have a minimum of three (3) years of manufacturing and field experience with the Remote Receptacle unit quoted. The manufacturer shall have a minimum of two (2) years of manufacturing and field experience with the Radio Frequency Capable Reader quoted. The manufacturer shall have a minimum of two (2) years of manufacturing and field experience with the Meter Transceiver Unit quoted.

Warranties:

The bidder **must submit with their bid a copy** of its most current nationally published warranty statements for all equipment bid. **Bids that fail to submit the warranty statements may be deemed non-responsive.**

In accordance of manufacturer's policies, the awarded vendor shall warrant and guarantee all parts and accessories purchased under this Price Agreement, any added stipulation by the vendor will not be accepted by the State.

Installation, Maintenance and Operating Instructions:

The bidder must submit current installation, maintenance and operating instructions for all equipment or software purchased at the time of delivery.

Sales, Service and Parts Availability:

The bidder **must submit with their bid** the name(s), and location(s) of the business(s) that will provide sales, service and replacement parts.

Additional Bidding Requirements and Information:

Prices must be included with each item submitted on the Items Page. Quantities are for the purpose of evaluating the bid and should not be interpreted as a commitment to purchase that quantity. It is anticipated that orders will be placed in varying quantities by different purchasing entities. Equipment that must be compatible with other components, such as software or meter reading equipment, shall be included in the bid submittal so as to ensure availability of a complete, functional system from a single manufacturer.

Minimum Specifications:**A) Cold Water Meters**

Sizes: 5/8", 5/8"x3/4", 3/4", 1", 1-1/2", 2", 3" 4", 6" and 8"

Standard:

All meters provided shall conform to the "Standard Specifications for Cold Water Meters", most recent revision of the AWWA standard that references the meter type being bid. The omission of certain aspects of water meters in these specifications is not intended to imply that the AWWA Standards do not apply. All meters shall be certified to NSF Standard 61, latest edition, which includes a requirement that all materials in the meters be lead free as defined in the Reduction of Lead in Drinking Water Act.

Type:

Water meter shall be of the ultrasonic, magnetic, positive displacement, single-jet, multi-jet, turbine or compound type, Remote Disconnect meter (RDM). The disconnect portion of the RDM shall be integral and it shall work with both Drive By (AMR) and AMI systems without any software or hardware add-ons.

Main Casing:

The outer main case shall be lead free as defined in the Reduction of Lead in Drinking Water Act, polymer or stainless steel and shall have the direction of flow cast into it. The serial number should be permanently affixed or stamped into

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-10

the case so that it can be read from directly above the water meter. The meter must be adaptable to a programmable encoder type register without interruption of water service.

Register:

The register shall be of the straight reading type and shall contain a minimum of six (6) numeral wheels or digitally displayed units. It shall register the total water flow in U.S. gallons or cubic feet as requested by the User. The register shall indicate water flow in U.S. gallons or cubic feet as requested by the User. The register shall have a tamperproof seal or tamper indicator and be capable of inline replacement unless manufactured as an integral part of the meter case. The register shall incorporate a low flow indicator for leak detection. A clear register lens shall be warranted to be "fog proof" at temperatures from 0°C to 50°C.

Manufacturer:

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

Warranties:

The bidder **must submit with their bid** a copy of its most current nationally published warranty statements for water meter main casings, registers and measuring chambers.

B) Encoder-Type, Remote-Registration Systems for Cold-Water Meters

Standard:

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

The Encoder-type, Remote-Registration Systems shall include the following components:

1) Meter Register Assembly

2) Signal Encoder Assembly

3) Transmission Wire or Cable, if needed:

Bidder shall submit additional information for cable assembly lengths that differ substantially from lengths shown on the Bid Form

4) Remote Receptacle Assembly:

A pitlid-mounted assembly and a wall-mounted assembly shall both be included in the bid. The materials of construction shall be durable, corrosion resistant, unaffected by water and condensation and resistant to ultraviolet degradation.

5) Portable Data-Acquisition Unit, Portable Display Unit, and Software:

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-11

operation and programming of the unit must be included with the bid proposal. The Portable Visual-Display Unit shall be included in bid for the Portable Data-Acquisition Unit.

C) Radio Meter Reading System

General:

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

All components (Meter, Transmitter, and Software) should be made and supported by the same manufacturer. Manufacturer combining technology from different companies may not be accepted.

Radio Frequency Capable Reader:

The RF Capable Reader shall be a microprocessor based data collection system, available in a hand-held, portable, vehicle mountable mobile unit or fixed network system. **The bidder is required to submit a bid on at least one type of RF Capable Reader.** The RF Capable hand-held, portable and vehicle mounted Readers must be designed for both radio frequency meter reads and manual reads. Preprogrammed information to be received by the data collection system shall include, at a minimum, meter reading in gallons or cubic feet, as designated by the User, date and time of reading, mode of read (manual or RF), error message, meter identification number, leak detection, and backflow. Information on operation of the unit must be included with the bid proposal. A minimum of one thousand (1000) meter readings must be stored in the RF Capable Reader without loss of data. Hand-held units shall be powered by rechargeable batteries and mobile units shall be capable of operating on 12-volts DC through a cigarette lighter adapter. The data collection system shall be capable of data transfer to the User's PC through an industry standard communications port or by wireless data transfer using Tablet or Phone. Peripheral equipment to be provided includes radio antennae (magnetic mount type for mobile system), visual display, table computer or laptop PC, cables necessary for a complete operational system, alphanumeric keyboard, charging/data transfer unit (hand-held unit only), sturdy carrying case (mobile system) or integral plastic case (hand-held unit).

Meter Transceiver Unit:

Each Meter Transceiver Unit shall have a unique factory programmed, permanent identification number. The units shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field to change from AMR to AMI. The Unit must be capable of being submerged in water, such as in a meter box, without altering its functionality or if of a wall mount design shall be splash resistant and withstand a 200 hour salt fog test as specified in NEMA 4 standard. **The bidder must submit, at a minimum, a bid for a meter box mounted Unit.** The meter box mounted Unit shall mount in an industry standard 1-3/4" hole. The Unit shall be battery powered. Battery life expectancy shall be at least ten (10) years under normal conditions and when installed according to manufacturer specifications. The battery shall be warranted for a minimum of ten (10) years from date of factory shipment. The battery is not removable or field replaceable to ensure reliability throughout the life of the product. The Unit shall be housed in sturdy molded plastic and/or metal housing and contain an integral antenna. The Unit shall be capable of being mounted in an underground meter box. The Unit shall have sufficient length wires to allow for opening of meter box and removal of the Unit without jeopardizing the electrical connections. The Unit shall operate with a wire length of at least 25 feet. Data must be retrievable at any time or transmitted at least once every fifteen (15) seconds. The unit shall operate in temperatures ranging from -20°F to 135°F.

Each Meter Transceiver Unit shall have an integral antennae and be hermetically sealed from the factory. All transmitters shall be capable of 2 way communication and be able to be read either through drive by (AMR) or a fixed network (AMI) type of reading system. Transmitters that only work with one type or the other and cannot be field updated to work with both will not be accepted. Transmitters must be able to receive firmware updates in the field so as not to be rendered incompatible with new versions of software being implemented. Transmitters shall be configured to

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-12

work with through the lid or under the lid mounting systems. The unit shall be warranted for at least 10 years full replacement and 10 years pro-rated. All transmitters shall be usable for the full 20 year warranty timeline.

Technical Support:

All technical support shall be available for immediate connection. No systems where customers log calls and wait for a call back shall be accepted. Technical support is available at a cost. In order to receive any software upgrades or resolve equipment issues, the agency must purchase the technical support as listed in Item 037.

D) Water System Software

Software shall be compatible with Windows operating systems (User specified) for operation on a compatible personal computer (PC), laptop, tablet computer and Android or iOS compatible for mobile application. The bidder shall note prices for each type of Software if different prices apply to the various operating systems. It shall be menu driven. The bidder shall supply minimum computer hardware requirements for Software operation. The Software shall have the capability to integrate data received from proximity read, radio read systems or manually entered data with no re-programming other than the loading of additional vendor supplied software. If a Radio Meter Reading System is installed, the Software shall have the capability to bi-directionally communicate with the radio system hand-held, mobile or fixed network unit. The software shall have the capability of interfacing with billing software stored on a PC, laptop or tablet computer. It shall receive route data from the billing software and return meter reading data to the billing software. Route data shall be readily altered by the user, allowing splitting of routes and combining of routes in whatever combination desired. The Software shall have the capability of being configured to match file transfer requirements of typical billing software for both import and export files. The Software shall have the capability of generating standard reports that shall include, at a minimum, route assignments, read meters and unread meters. Information regarding Software operation, upgrading and alteration shall be provided with the order. Up to four hours of software training shall be provided upon request by the purchaser as part of the Software purchase price. Bids for several different types of software may be submitted, provided documentation describing each software package is included in the submittal. One software must be capable supporting Automatic Meter Reading (AMR) systems, Advanced Metering Infrastructure (AMI) systems and Advanced Metering Analytics.

All software updates will be provided at no cost to customers who are current with technical support subscriptions. All software will be backwards compatible to transmitters in the field with a firmware update of existing transmitters. No third party software to control any portion of the AMR/AMI system will be allowed.

Vendors may submit bids for the following combinations of water meters types, sizes, and registers. Bids shall include at least unit prices, but may include prices for the various categories of quantities listed below.

****Bidders can use additional Items Page sheet(s) to provide various meter types/sizes/registers/quantities.****

Bids may be submitted for the following meter types:

Positive Displacement

Single Jet

Multi-jet

Electromagnet

Ultrasonic

Turbine Compound

RDM meters

Bids may be submitted for the following meter sizes:

5/8 -inch

5/8x3/4-inch

3/4-inch

1-inch

1-1/2-inch

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

2-inch
3-inch
4-inch
6-inch
8-inch

Bids may be submitted for the following meter register types:

Direct Read
Encoder
Radio Read

Bids may be submitted for varying equipment quantities if different unit prices will be applied to the following quantities purchased:

2-99
100-499
500-999
1000-2999
3000 or more

Item 039:

Vendors are to indicate a percentage discount. Percentage Discount is a set discount, not variable discount, i.e. set discount of twelve percent (12%) rather than ten to fifteen percent (10-15%) variable discount. **If Bidder provides a variable discount, the bid may be deemed non-responsive.** If discount is zero percent (0%), then zero percent (0%) must be indicated. The State Purchasing Division cannot assume a blank space is zero percent (0%) discount

*****See next page for Items page*****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00114

Page-19

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Each	Cold Water Meter Type: Positive Displacement	
			(AG) Register Type: Encoded	
			Size:	
			5/8-inch	\$54.00
			5/8x3/4-inch	\$54.00
			3/4-inch	\$69.71
			1-inch	\$102.92
			1-1/2-inch	\$261.98
			2-inch	\$342.08
			3-inch	N/A
4-inch	N/A			
6-inch	N/A			
8-inch	N/A			
002	1	Each	Cold Water Meter Type: Single Jet	
			(AD) Register Type: Encoder	
			Size:	
			5/8-inch	\$95.50
			5/8x3/4-inch	\$95.50
			3/4-inch	\$127.00
			1-inch	\$180.00
			1-1/2-inch	\$410.00
			2-inch	\$555.00
			3-inch	No Bid
			4-inch	No Bid
			6-inch	No Bid
			8-inch	No Bid
			(AF) Register Type: AMR / Direct Read	\$199.00
			Size:	
			5/8-inch Spectrum 25D	\$199.00
			5/8x3/4-inch Spectrum 30D	\$199.00
			3/4-inch Spectrum 30DL	\$199.00
			1-inch Spectrum 50D	\$345.00
1-1/2-inch Spectrum 88DL	\$650.00			
2-inch Spectrum 130D	\$1,045.00			
3-inch Spectrum 175D	\$1,695.00			
4-inch Spectrum 500D	\$2,695.00			
6-inch Spectrum 1000D	\$3,650.00			
8-inch Spectrum 28000D	\$6,950.00			



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2020

SUBJECT: Purchase of a 2020 VAC-CON HOT SHOT 1000 Sewer Jetting Truck
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: September 10, 2020
SUBMITTED BY: Tim Woomey, Utilities Director

Summary:

The City of Hobbs Utilities Department requests the purchase of a 2020 VAC-CON HOT SHOT 1000 Sewer Jetting Truck mounted on a Freightliner 114SD chassis. The truck is equipped with a 60 gpm/2,500 psi Pump, Single Engine Hydrostatic Drive, and a 1,000 gallon capacity water tank. This purchase will utilize HGACBuy Contract Number SC01-18 with Vac-Con, Inc. The purchase of this vehicle will replace unit 0771, a 2002 International SRECO High Pressure Jet Rodding Truck that has reached its useful life expectation. This vehicle serves as one the means of cleaning and maintaining the wastewater collection system in the City of Hobbs.

Fiscal Impact: \$245,287.00

Reviewed By: _____

Finance Department

Funds for the Vac Con Hot Shot 1000 Sewer Jetting Truck are approved in the FY2020/2021 Enterprise Fund Budget. This purchase utilizes Account Number 61-4061-43006 and is budgeted in the amount of \$275,000.00.

Attachments:

- HGACBuy Contract SC01-18
- Specifications; 2020 VAC-CON HOT SHOT 1000 Sewer Jetting Truck manufactured by Vac-Con, Inc.

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Award HGACBuy Contract SC01-18 for the purchase of a 2020 VAC-CON HOT SHOT 1000 Sewer Jetting Truck in the amount of \$245,287.00.

Approved For Submittal By:

Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied : _____
File No. _____

CITY OF HOBBS REQUISITION/QUOTE FORM

(Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO

VENDOR NAME:

ADDRESS:

FROM: **Utilities Dept.**

DATE: **09/01/2020**

PHONE/FAX NO:

1)
 Vac-Con, Inc.
 969 Hall Park Rd.
 Green Cove Springs,
 FL 32043
 Phone: (904) 529-1315
 Fax: (904) 284-3305

2)

3)

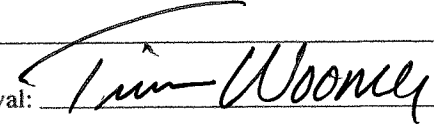
QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	VAC-CON HOT SHOT SEWER JETTING TRUCK	\$245,287.00	\$245,287.00				
TOTAL AMOUNT		\$245,287.00					
DELIVERY DATE		N/A					
ESTIMATED SHIPPING CHARGES		Included					

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. SC01-18 EXPIRATION DATE N/A

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: Vac-Con, Inc. POINT OF CONTACT: Rachel Deel (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO) HGAC Buy

Account No. 610-4061-080-43006 Prepared By: Todd Ray Department Approval: 

HOT SHOT

PERFORMANCE UNDER PRESSURE

HOT SHOT APPLICATIONS:

SEWER JETTING

SPILL DILUTION AND CLEAN-UP

PIPELINE MAINTENANCE AND PREVENTION

QUICK UNIT FOR EMERGENCY BLOCKAGES



969 Hall Park Road | Green Cove Springs, FL 32043 | USA
PHONE (904) 284-4200 | FAX (904) 284-3305
www.vac-con.com | vns@vac-con.com

A subsidiary of Holden Industries, Inc., Vac-Con is a 100% employee-owned company.
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HOT SHOT

The Vac-Con Hot Shot is a powerful yet versatile machine that offers superior high-pressure flushing action to clear all types of debris from storm and sewer lines.

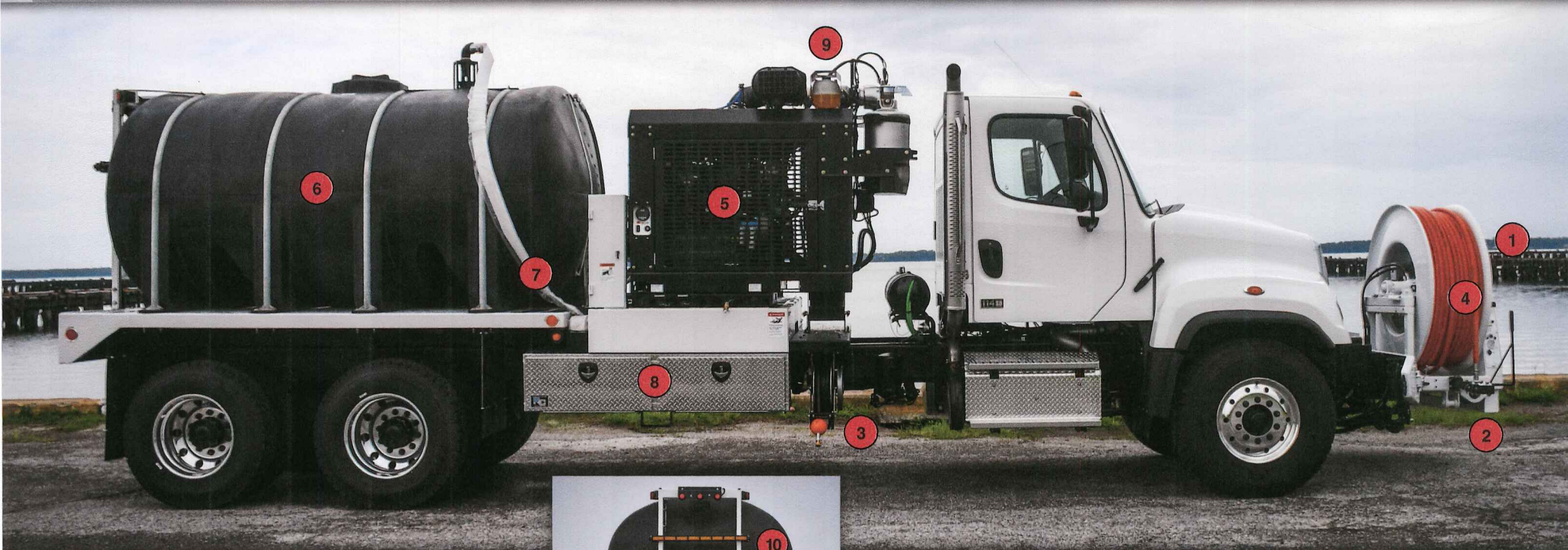
AS SHOWN:

1. 180° Articulating Hose Reel
2. Dual Aluminum Roller Level Wind Guide
3. 50 ft. ½ in. High Pressure Hand Gun Hose, 20GPM @ 600 PSI
4. 600 ft. x 1 in. High Pressure Jet Rodder Hose
5. Auxiliary Diesel Engine
6. Polyethylene Water Tank – 2,500 Gallon Capacity

7. Hydrant Fill Hose –25 ft. x 2 ½ in.
8. All-Aluminum Tool Boxes
9. Strobe Light
10. Arrowstick
11. Strainer
12. 60 GPM @ 2,000 PSI Water Pump System

OPTIONS:

- Variable Flow
- Cold Weather Water Recirculation System
- Air-Purge System
- Hose Footage Counter



- * AVAILABLE IN SINGLE AND DUAL ENGINE CONFIGURATION
- * GAS AUXILIARY ENGINE AVAILABLE
- * WATER TANK CAPACITIES AVAILABLE FROM 1,000 TO 2,500 GALLONS

 **VAC-CON**
MORE POWER TO YOU

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
VAC-CON, INC.
Green Cove Springs, Florida

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Vac-Con Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 969 Hall Park Road, Green Cove Springs, Florida 32043.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services Contract to become effective as of January 1, 2018, and to continue through December 31, 2020 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SC01-18, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:SC01-18, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However, this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END

USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS
CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS
CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS
CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE
If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES
Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this

Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY
Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC
H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE
H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE
Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS
CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE
This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE
CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to

entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES
Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS
H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)
CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

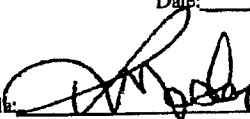
Attest for Houston-Galveston
Area Council, Houston, Texas:



Director

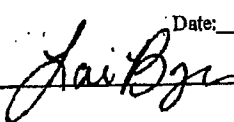
Date: 1-3, 2018

Signed for Vac-Con Inc.
Green Cove Springs, Florida:



Printed Name & Title: Todd Masley, Executive Vice President

Attest for Vac-Con Inc.
Green Cove Springs, Florida:



Printed Name & Title: Lai Bazemore, Sales Administrator

Date: November 29, 2017

Attachment A
Vac-Con, Inc.
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services
Contract No.: SC01-18

H-GAC PRODUCT ITEM BASE OFFERING PRICES

H-GAC Product Code	Description	Base Offered Price
VAC-CON, Inc.		
A. Sewer Cleaners, Centrifugal Compressor Fan Type, For Truck Mounting		
A001	Combination Sewer Cleaner, 3 yd Debris Body, Single Engine	\$ 149,500.00
A002	Combination Sewer Cleaner, 9 yd Debris Body, Dual Engine	\$ 166,008.00
A003	Combination Sewer Cleaner, 9 Yd Debris Body, Single Engine	\$ 166,092.00
B. Sewer Cleaners, Positive Displacement Type, For Truck Mounting		
B043	Comb PD Sewer Cleaner, 9 yd3 Debris Body, Single Engine	\$ 192,149.00
B044	Comb PD Sewer Cleaner, 9 yd3 Debris Body, Dual Engine	\$ 191,000.00
C. Jet Rodders, For Truck & Trailer Mounting		
C102	HS-1000 Truck Mounted Jet Rodding Machine, 1000 Gal	\$ 99,500.00
C103	HS-1600 Truck Mounted Jet Rodding Machine, 1600 Gal	\$ 103,045.00
D. Hydroexcavators, Truck & Trailer Mounted		
D089	Truck Mounted Hydro-Excavator	\$179,500



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC 'FORM E' - OPTIONS PRICING		C102
Offeror Name:	VAC-CON, INC.	
Invitation No.:	SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services	

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)	Offered Price	Qty	Total
C102	C102	Description			
	C102-1	Base model, includes the following			
		Additional Info			
		HS1000A	\$99,500.00	1	\$ 99,500.00
		Standard Equipment:			

Polyethylene Water Tank - 1000 gallon capacity
600' capacity (1") Front mounted articulating hose reel
30 gpm/3000 psi water pump system
Minimum 131 HP Auxiliary Diesel Engine
600' x 3/4" High Pressure Jet Rodder Hose mounted on reel
Hose rewind guide
Hose guide (Tiger Tail)
30' Leader Hose
600 psi wash down hand gun with 25' of hose and nozzle
1) each Sanitary and Penetrator Nozzles
Mirror Mounted LED Strobe Light with Limb Guard
10 year water tank warranty
Back Up Alarm
2) Tool boxes, 16" x 13" x 72", steel
Polyurethane Paint
12 month standard Warranty - see certificate for details



Models					
	Description	Additional Information	Offered Price	Qty	Total
C102-2	HS1000		\$ -	1	\$ -
C102-3	Mounting Charge	Required for Every Vehicle	\$ 2,405.00	1	\$ 2,405.00
Auxiliary Engines					
	Description	Additional Information			
C102-4	John Deere 6-Cylinder 185 HP at 2400 rpm 415 CID Tier 3 Flex (if available)		\$15,423.00		
C102-5	John Deere Tier 4 Technology. Model: 4045HFC04 EPA Certified. 140HP @ 2400 RPM		\$30,893.00		
C102-6	Ford Power Products Gas WSG-1068, 6.8 Liter, (415 CID) (10)-Cylinder, V-10, 222HP at 3200RPM/360 ftlbs at 3200RPM		\$0.00		
C102-7	John Deere 6-Cyl, Tier 4 Technology - Model 6068HFC08 - EPA Certified, 185HP@2400RPM		\$45,290.00		
Water System Drives					
	Description	Additional Information			
C102-8	Hydrostatic drive- includes FMC pump	Hot Shot Pricing Only	\$ 12,004.00	1	\$ 12,004.00
C102-9	Auxiliary Gas Engine Drive Ford 1068 10 cylinder, 222HP, 415CID - Standard	Standard	\$ -		
C102-10	Auxiliary Engine Drive other than Gas - select from option section below	Hot Shot Pricing Only	\$ -		
Hose Reels					
	Description	Additional Information			
C102-11	Front Mounted, Fixed, Standard		\$ -		
C102-12	Front Mounted, Fixed, 800' (1") Capacity		\$ 3,261.00		
C102-13	Front Mounted, Articulating to Driver Side (Std Pivot)	Standard	\$ -	1	\$ -
C102-14	Front Mounted, Articulating to Driver Side, 800' (1") Capacity		\$ 15,901.00		
C102-15	Front Mounted, Articulating to Passenger Side (Reverse Pivot)		\$ 12,682.00		
C102-16	Rear Mounted, Articulating Hose Reel	Pivot to Driver's Side	\$ 12,655.00		
C102-17	Rear Mounted, Articulating Hose Reel, 800' Capacity	Pivot to Driver's Side	\$ 15,901.00		
C102-18	Front Mounted Swivel Hose Reel, 600' (1") Capacity		\$ 9,088.00		
C102-19	Rear Mounted Swivel Hose Reel, 600' (1") Capacity		\$ 8,824.00		
Hose Reel Options					
	Description	Additional Information			
C102-20	Pivoting Shield / Lexan		\$ 2,588.00		
C102-21	Hose Reel Shield / Lexan		\$ 1,573.00		
C102-22	Hose Reel Cage		\$ 1,087.00		
C102-23	Power Guide "Reel Power" level wind guide		\$ 5,075.00		
C102-24	Electro Magnet for outrigger leg		\$ 4,547.00		
C102-25	Pinch Roller/Tensioner Device		\$ 2,152.00		



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC 'FORM E' - OPTIONS PRICING		C102	
Offeror Name:	VAC-CON, INC.		
Invitation No.:	SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services		

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	C102-26	Inspector Cam Camera System with DVR Recording Device	Includes monitor with sun shield, pivot style, self-leveling camera with 6 in 12 camera roller skids, 600ft of video cable mounted on a hydraulic camera reel, automation level wind with footage counter, DVR recording device mounted in monitor, memory card, power cable and scan disc reader, and keyboard for data entry.	\$	37,620.00
	C102-27	Digital electronic footage counter	Standard on Omnibus Precision Power™	\$	3,869.00
	C102-28	Dual Roller Level Wind Guide, plastic (in lieu of single)		\$	184.00
	C102-29	Aluminum Single Roller Level Wind Guide, (in lieu of plastic)		\$	453.00
	C102-30	Aluminum Dual Roller Level Wind Guide, (in lieu of plastic)		\$	680.00
	C102-31	HD Level Wind Guide Aluminum	7-1124985 (A16 Variable)	\$	239.00
Water Systems					
		Description	Additional Information		
	C102-32	30 gpm/3000 psi Pump / WSG-1068 10-Cylinder 415CID 225HP Gas Auxiliary Engine Drive - FMC only		\$	-
	C102-33	60 gpm/2000 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID.		\$	-
	C102-34	65 gpm/2000 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID.		\$	-
	C102-35	60 gpm/2500 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID		\$	-
	C102-36	50 gpm/3000 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID.		\$	-
	C102-37	80 gpm/2000 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID.		\$	-
	C102-38	80 gpm/2500 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID.		\$	9,126.00
	C102-39	60 gpm/3000 psi Pump / WSG-1068 10-Cylinder Auxiliary Gas Engine, 222HP @ 3200 rpm and 415 CID.		\$	-
	C102-40	65 gpm/3000 psi Pump / 6 Cylinder Auxiliary Diesel Engine Drive - FMC only. Must choose FMC water pump and 6-Cylinder Diesel Engine from Machine Option List.	Must Choose FMC Water Pump and 6-Cylinder Diesel Engine from Machine Option List	\$	-
	C102-41	80 gpm/3000 psi Pump / 6-Cylinder Aux Diesel Engine Drive. Please select a 6-cylinder diesel engine from Machine Options List below.	Please Select a 6-Cylinder Diesel Engine from Machine Option List Below	\$	9,126.00
	C102-42	120 gpm/2000 psi Water System (includes 500' x 1½" Hose & 800' Capacity Reel) / 6-cylinder Auxiliary Diesel Engine. Please select 6-cylinder engine from machine options list below.	Please Select a 6-Cylinder Diesel Engine from Machine Option List Below	\$	22,641.00
	C102-43	30 gpm/3000 psi Pump - Single Engine, Hydrostatic Drive, FMC only. Must choose FMC water pump from Options List.		\$	-
	C102-44	60 gpm/2000 psi Pump - Single Engine, Hydrostatic Drive, FMC only. FMC water pump included in price.		\$	-
	C102-45	60 gpm/2500 psi Pump - Single Engine, Hydrostatic Drive, FMC only. FMC water pump included in price.		\$	-
	C102-46	50 gpm/3000 psi Pump - Single Engine, Hydrostatic Drive, FMC only. FMC water pump included in price.		\$	-
	C102-47	80 gpm/2000 psi Pump - Single Engine, Hydrostatic Drive, FMC only. FMC water pump included in price.		\$	-
	C102-48	80 gpm/2500 psi Pump - Single Engine, Hydrostatic Drive, FMC only. FMC water pump included in price.		\$	-
Water System Options					
		Description	Additional Information		
	C102-49	Winter Recirculating System for Rodder Hose		\$	966.00
	C102-50	Winter Recirculating connection for low pressure circuit.	Requires Winter Recirculating System for Rodder Hose	\$	243.00
	C102-51	Winter Recirculating connection for high pressure circuit.	Requires Winter Recirculating System for Rodder Hose	\$	417.00
	C102-52	Artic Winter Recirculating System for rodder hose, includes plumbing to upper water tanks.		\$	1,214.00



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC 'FORM E' - OPTIONS PRICING		C102
Offeror Name:	VAC-CON, INC.	
Invitation No.:	SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services	

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	C102-53	Air Purge System	\$ 782.00	1	\$ 782.00
	C102-54	Drivers Side Hand Gun Connection	\$ 281.00		
	C102-55	Rear Hand Gun Connection	\$ 281.00		
	C102-56	Front Bumper Hand Gun Connection	\$ 327.00		
	C102-57	Pre-Tank Water Filter (In-line)	\$ 327.00		
	C102-58	Pre-Tank Water Filter (Y-type)	\$ 872.00		
	C102-59	2½" Water Drain Gate Valve Assembly (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	Note: Cannot Choose Both 2 1/2" Gate Valve and 1/4 Turn Ball Valve, Only Choose One. \$ 275.00		
	C102-60	1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	Note: Cannot Choose Both 2 1/2" Gate Valve and 1/4 Turn Ball Valve, Only Choose One. \$ 427.00	1	\$ 427.00
	C102-61	Automatic Continuous Fill System	\$ 2,046.00		
	C102-62	Folding Spray Bar Assembly with In Cab Controls	\$ 3,527.00		
	C102-63	Variable Flow Valve (Valve Only) - nozzles required	\$ 403.00		
	C102-64	50' Capacity Retractable Hand Gun Hose Reel	Hose Included \$ 1,916.00	1	\$ 1,916.00
	C102-65	100' Capacity Handgun Hose Reel	Hose Included \$ 3,367.00		
	C102-66	Pulsation Feature for Water Pump	\$ 3,357.00		
	C102-67	Lateral Cleaning Kit w/150' x ½" Hose w/Nozzle, Dolly style mounts	\$ 2,975.00		
	C102-68	Lateral Cleaning Kit w/200' x 1/2" Hose w/Nozzle, Permanently Mtd, Electronically Controlled	\$ 5,495.00		
	C102-69	Lateral Cleaning Kit w/400' Hose w/Nozzle, Permanently Mtd, Hydraulically Controlled	\$ 6,874.00		
	C102-70	Hydroexcavation package includes: 50' retractable handgun hose reel with 50' of 1/2" high pressure hose, HP/Quick disconnect, heavy duty HP uploader valve, main control ball valve, 72 X 1/2 Sch. 80 Lance w/Quick Dcn., Sngl. Fwd. Spray Nozzle, Horiz. Hand.	Long handle storage/PVC (2) under storage box shelf- Standard \$ 6,437.00		
	C102-71	Water Pump Remote Oil Drain	\$ 253.00	1	\$ 253.00
	C102-72	Chemical Tank (15) Gallons	12Volt Pump with Invertor (Consult Factory for Compatibility) 711-8088 \$ 3,153.00		
	C102-73	Boiler/Water Heater 900,000 BTU	667-0100 \$ 23,322.00		
	C102-74	Boiler/Water Heater 420,000 BTU	667-0099 \$ 19,815.00		
	C102-75	Anti-Freeze System	17 gallon reservoir with ball valve for changing system. System used bio-degradable anti-freeze only. \$ 2,043.00		
	C102-76	FMC Water Pump Option: 30/3000, 60/2000, 65/3000, 80/2000, 80/2500	Replaces Standard Giant Water Pump \$ 2,026.00		
	C102-77	Provision for Dealer/Customer installed Vaporooter Commander	Specify Desired Location \$ -		
	C102-78	Gate Valve at Water Pump Inlet	\$ 663.00		
	C102-79	FMC Water Pump Option: 80/3000 Must be used with minimum 185 hp DIESEL engine	Consult factory for Gasoline engine applications \$ 2,503.00		
		Water System Accessories			
		Description	Additional Information		
	C102-80	Hand Gun Assembly, Low Pressure	Hand Gun Only - No Hose \$ 290.00		
	C102-81	Hand Gun Assembly with 25' of ½" hose, Low Pressure	\$ 599.00		
	C102-82	10' Hand Gun Hose Extension	\$ 106.00		
	C102-83	25' Hand Gun Hose Extension	\$ 245.00		
	C102-84	30' Hand Gun Hose Extension	\$ 286.00		
	C102-85	50' Hand Gun Hose Extension	\$ 372.00		
	C102-86	Hand Gun Bracket Assembly	\$ 66.00		
	C102-87	Hand Gun Assembly (2) Handle with Adjustable Spray	\$ 542.00		
	C102-88	Cam-locks for Water Fill Hose	\$ 224.00		
	C102-89	Cam-locks for Rear Drain Hose	\$ 315.00		
	C102-90	Additional Water Tank Sight Guage (Drivers Side)	\$ 172.00		
		Jet Rodder Hose			
		Description	Additional Information		
	C102-91	400' x 3/4" 3000 psi/7500 psi - Standard	\$ -		
	C102-92	500' x 3/4" 3000 psi/7500 psi - 100' extra	\$ 446.00		
	C102-93	600' x 3/4" 3000 psi/7500 psi - 100' extra	\$ 889.00		
	C102-94	700' x 3/4" 3000 psi/7500 psi - 300' extra	\$ 1,333.00		
	C102-95	800' x 3/4" 3000 psi/7500 psi - 400' extra	\$ 1,777.00		
	C102-96	1000' x 3/4" 3000 psi/7500 psi - 600' extra	\$ 2,664.00		
	C102-97	400' x 1" 2500 psi/6250 psi - Standard	\$ -		
	C102-98	500' x 1" 2500 psi/6250 psi - 100' extra	\$ 446.00		
	C102-99	600' x 1" 2500 psi/6250 psi - 100' extra	\$ 889.00	1	\$ 889.00



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

		H-GAC 'FORM E' - OPTIONS PRICING		C102	
Offeror Name:		VAC-CON, INC.			
Invitation No.:		SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	C102-100	700' x 1" 2500 psi/6250 psi - 300' extra	Requires Large Hose Reel	\$ 1,333.00	
	C102-101	800' x 1" 2500 psi/6250 psi - 400' extra	Requires Large Hose Reel	\$ 1,777.00	
	C102-102	400' x 1" 3000 psi/7500 psi		\$ 588.00	
	C102-103	500' x 1" 3000 psi/7500 psi - 100' extra		\$ 1,044.00	
	C102-104	600' x 1" 3000 psi/7500 psi - 200' extra		\$ 2,026.00	
	C102-105	700' x 1" 3000 psi/7500 psi - 300' extra (non-continuous)	Requires Large Hose Reel	\$ 3,124.00	
	C102-106	800' x 1" 3000 psi/7500 psi - 400' extra (non-continuous)	Requires Large Hose Reel	\$ 4,169.00	
	C102-107	500' x 1 1/4" 2500 psi/6250 psi - Standard on 120 gpm systems		\$ -	
	C102-108	800' x 1" continuous 2500 psi/6250 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose	\$ 3,587.00	
	C102-109	800' x 1" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose	\$ 4,840.00	
		Spare Rolls of Jet Rodder Hose			
		Description	Additional Information		
	C102-110	400' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi	\$ 1,673.00	
	C102-111	500' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi	\$ 2,103.00	
	C102-112	600' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi	\$ 2,499.00	
		Electrical Options			
		Description	Additional Information		
	C102-113	Low Water Alarm with Light		\$ 475.00	
	C102-114	Body Load Limit Alarm, Level Indicator		\$ 638.00	
	C102-115	Rear Axle Load Limit Alarm		\$ 864.00	
	C102-116	Front Axle Load Limit Alarm		\$ 864.00	
	C102-117	Auxiliary Engine Kill Switch (Vandalism Protection)		\$ 124.00	
	C102-118	Back Up Alarm	Standard on Vac-Con 114SD Pool Trucks	\$ -	1 \$ -
	C102-119	Remove back up alarm		\$ (256.00)	
	C102-120	Digital Scale System	Single Axle or Tandem Axle	\$ 7,092.00	
	C102-121	Omni-View - Data Logging and Telematics System	Requires Omnibus Option	\$ 8,529.00	
	C102-122	Traffic Camera With Color Monitor- MUST PICK CAMERA PLACEMENT	Pick up to FOUR camera maximum	\$ 1,195.00	
	C102-123	Rear Camera Placement	To be used with "Traffic Camera" option	\$ 553.00	
	C102-124	Curbside Camera Placement-Mirror Mounted Standard	To be used with "Traffic Camera" option	\$ 553.00	
	C102-125	Driver's Side Camera Placement-Mirror Mounted Standard	To be used with "Traffic Camera" option	\$ 553.00	
	C102-126	Front Bumper Camera Placement- To View Manhole Work Area	To be used with "Traffic Camera" option	\$ 553.00	
	C102-127	Front Hose Reel Camera Placement- To View in Front of Hose Reel Area	To be used with "Traffic Camera" option	\$ 553.00	
		Lighting Options			
		Description	Additional Information		
	C103-128	Mirror Mounted LED Beacon/Strobe Light with Limb Guard- Whelen L21HAP LED Beacon with Whelen BGH Branch Guard	Indicate Driver Side or Passenger Side; when (1) is selected, D/S is standard	\$ 866.00	2 \$ 1,732.00
	C103-129	LED strobe with Limb Guard, Rear Debris Tank Mounted- Whelen L21HAP LED Beacons with Whelen BHG Branch Guard		\$ 866.00	
	C103-130	LED 4 Strobes - (2) front bumper / (2) rear bumper- Whelen 50A03ZCR - Amber		\$ 1,786.00	1 \$ 1,786.00
	C103-131	LED Arrow Board, Rear Debris Tank Door Mounted- Whelen TA1251NF1 Traffic Arrow		\$ 3,732.00	
	C103-132	LED Arrow stick- Whelen TAM85 Traffic Advisor		\$ 2,819.00	1 \$ 2,819.00
	C103-133	Arrow Board, D.O.T., WANCO, Rear Debris Tank Door Mounted		\$ 6,543.00	
	C103-134	Hand Held Spot Light- LED with 50' Retractable Cord		\$ 986.00	
	C103-135	Hand Light Connection, Rear Dump Control Location	Reaches Entire Unit	\$ 113.00	
	C103-136	LED Rear Mounted Flood Lights with limb guard- Whelen NP6BB Worklight		\$ 736.00	1 \$ 736.00
	C103-137	LED Flood Light - Level Wind Guide with Limb Guard- Whelen NP6BB Worklight		\$ 406.00	1 \$ 406.00
	C103-138	Midbody LED Strobe- Frame Mounted- Whelen 50A03ZCR- Amber		\$ 972.00	1 \$ 972.00
	C103-139	LED Midbody Flood Lights with guards- Whelen NP6BB (Drivers side and Curb side)		\$ 736.00	
		Misc. Machine Options			
		Description	Additional Information		
	C103-140	Auxiliary engine control panel (lockable door)	For Use with Deutz Auxiliary Engines	\$ 306.00	



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

		H-GAC 'FORM E' - OPTIONS PRICING		C102	
Offeror Name:		VAC-CON, INC.			
Invitation No.:		SC01-18 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	C103-141	Hydraulic Power Tool Option, front bumper control valve mount location	\$ 3,160.00		
	C103-142	Hydraulic Power Tool Option, Rear Bumper Control Valve Mount Location	\$ 3,619.00		
	C103-143	Offset Manhole Roller 711-0050	\$ 356.00		
	C103-144	Rear Mounted Tow Hooks	\$ 331.00	1	\$ 331.00
	C103-145	Auxiliary Engine Remote Oil Drain	\$ 259.00		
	C103-146	Grease Assembly Articulating Hose Reel	\$ 1,030.00		
	C103-147	Automatic Lube System - in addition to manual remote grease options (Vac-Con Module)	\$ 4,947.00		
	C103-148	Plastic engraved decals - adhesive type (ilo standard)	\$ 1,600.00		
	C103-149	Hose Footage Counter (Standard - Driver Side)	\$ 490.00		
	C103-150	Hose Footage Counter (Curb Side)	\$ 490.00	1	\$ 490.00
	C103-151	Metric Hose Counter (Driver Side)	\$ 490.00		
	C103-152	Water Cooler Rack	\$ 287.00		
	C103-153	Spanish Decals	\$ -		
	C103-154	French Decals	\$ -		
	C103-155	12VDC Auxiliary Hydraulic Pump	\$ 2,870.00		
	C103-156	Rear Bumper Assembly	\$ 1,760.00	1	\$ 1,760.00
	C103-157	Long Handle Storage/PVC (2)- MUST SELECT LOCATION	\$ 471.00		
	C103-158	Cone Storage Rack	\$ 389.00	1	\$ 389.00
	C103-159	Cone Rack, Hinged Style/Deck	\$ 700.00		
	C103-160	Cone Rack, Between Bogies, Tandem	\$ 555.00		
		Misc. Accessories			
		Description		Additional Information	
	C103-161	Catch Basin Retriever 711-0371	\$ 530.00		
	C103-162	Manhole Cover Lifting Hook 681-0084	\$ 100.00		
	C103-163	Cover Shover 681-0143	\$ 608.00		
	C103-164	5# Fire Extinguisher 711-1326 (one is standard), spare	\$ 150.00		
	C103-165	First Aid Kit 690-0500	\$ 92.00		
	C103-166	Triangle Kit 690-0494 (one is standard), spare	\$ 92.00		
	C103-167	Grease Gun 690-0093	\$ 73.00		
	C103-168	Hose Guide, spare 665-0004	\$ 175.00		
	C103-169	Nozzle rack	\$ 112.00		
	C103-170	Anti-Sail Mud Flaps (rear)	\$ 287.00		
		Tool/Storage Boxes			
		Description		Additional Information	
	C103-171	Storage Box [Hydrostatic Drive Units Only]	\$ 2,230.00		
	C103-172	16" x 13" x 72" Aluminum Side Mounted Tool Box, ea (ilo steel)	\$ 1,459.00		
	C103-173	2) 24" x 18" x 18" Steel Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only	\$ 911.00		
	C103-174	2) 24" x 18" x 18" Aluminum Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only	\$ 1,547.00		
	C103-175	12" x 18" x 96" Steel Tool Box, mounts under storage box behind cab	\$ 1,033.00		
	C103-176	12" x 18" x 96" Aluminum Tool Box, mounts under storage box behind cab	\$ 1,052.00		
	C103-177	2) Tool boxes, 16" x 13" x 72", steel	\$ -	1	\$ -
	C103-178	Remove (2) tool boxes, 16"x13"x72" steel	\$ (1,675.00)		
	C103-179	16x42x48 Steel Storage Box (Drivers Side Behind Cab)	\$ 1,086.00		
	C103-180	16x42x48 Aluminum Storage Box (Drivers Side Behind Cab)	\$ 2,799.00		
		3/4" Spare Nozzles			
		Description		Additional Information	
	C103-181	3/4" Nozzle rack	\$ 112.00		
	C103-182	3/4" 30 gpm - Standard Nozzle, spare	\$ 362.00		
	C103-183	3/4" 50 gpm - Standard Nozzle, spare	\$ 362.00		
	C103-184	3/4" 30 gpm Penetrator Chisel - Standard, spare	\$ 413.00		
	C103-185	3/4" 50 gpm Penetrator Chisel - Standard, spare	\$ 413.00		
	C103-186	3/4" Nozzle Pipe Assembly (skid), spare	\$ 95.00		
	C103-187	3/4" 30 gpm Grenade Nozzle	\$ 776.00		
	C103-188	3/4" 50 gpm Grenade Nozzle	\$ 776.00		
	C103-189	Aluminum Storm Nozzle 3/4" 30 gpm	\$ 430.00		



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC 'FORM E' - OPTIONS PRICING		C102
Offeror Name:	VAC-CON, INC.	
Invitation No.:	SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services	

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	C103-190	Aluminum Storm Nozzle 3/4" 50 gpm	\$	430.00	
	C103-191	3/4" Storm Nozzle Pipe Assembly (skid)	\$	95.00	
	C103-192	3/4" 30 gpm Rotating Spinning Nozzle	\$	914.00	
	C103-193	3/4" 50 gpm Rotating Spinning Nozzle	\$	914.00	
	C103-194	3/4" 30 gpm Little Bruce 5" Culvert Nozzle	\$	1,345.00	
	C103-195	3/4" 50 gpm Little Bruce 5" Culvert Nozzle	\$	1,345.00	
	C103-196	3/4" Brass Flusher Nozzle	\$	66.00	
		1" Spare Nozzles			
		Description		Additional Information	
	C103-197	1" Nozzle rack	\$	112.00	
	C103-198	Aluminum Storm Nozzle 1" 60 gpm	\$	430.00	
	C103-199	Aluminum Storm Nozzle 1" 70 gpm	\$	430.00	
	C103-200	Aluminum Storm Nozzle 1" 80 gpm	\$	430.00	
	C103-201	1" Storm Nozzle Pipe Assembly (skid)	\$	95.00	
	C103-202	1" 60 gpm Standard Nozzle, spare	\$	362.00	1 \$ 362.00
	C103-203	1" 70 gpm Standard Nozzle, spare	\$	362.00	
	C103-204	1" 80 gpm Standard Nozzle, spare	\$	362.00	
	C103-205	Standard nozzle	\$	362.00	
	C103-206	1" 60 gpm Penetrator Chisel - Standard, spare	\$	413.00	
	C103-207	1" 70 gpm Penetrator Chisel - Standard, spare	\$	413.00	
	C103-208	1" 80 gpm Penetrator Chisel - Standard, spare	\$	413.00	
	C103-209	Penetrator nozzle	\$	413.00	
	C103-210	1" Nozzle Pipe Assembly (skid), spare	\$	95.00	
	C103-211	1" 60 gpm Grenade Nozzle	\$	776.00	
	C103-212	1" 70 gpm Grenade Nozzle	\$	776.00	
	C103-213	1" 80 gpm Grenade Nozzle	\$	776.00	
	C103-214	Grenade nozzle	\$	776.00	
	C103-215	1" 60 gpm Rotating Spinning Style	\$	914.00	
	C103-216	1" 70 gpm Rotating Spinning Style	\$	914.00	
	C103-217	1" 80 gpm Rotating Spinning Style	\$	914.00	
	C103-218	Little Bruce culvert nozzle	\$	1,965.00	
	C103-219	1" 60 gpm Big Otto 8" Culvert Nozzle	\$	1,965.00	
	C103-220	1" 70 gpm Big Otto 8" Culvert Nozzle	\$	1,965.00	
	C103-221	1" 80 gpm Big Otto 8" Culvert Nozzle	\$	1,965.00	
	C103-222	1" Brass Flusher Nozzle	\$	78.00	
		Spare Nozzles			
		Description		Additional Information	
	C103-223	Standard nozzle	\$	362.00	
	C103-224	Rotating Spinning Nozzle	\$	914.00	
	C103-225	Big Otto culvert nozzle	\$	1,965.00	
		Leader Hose			
		Description		Additional Information	
	C103-226	3/4" x 10' Length Leader Hose	\$	252.00	
	C103-227	1" x 10' Length Leader Hose	\$	252.00	
	C103-228	1-1/4" x 10' Length Leader Hose	\$	252.00	
	C103-229	3/4" x 15' Length Leader Hose	\$	378.00	
	C103-230	1" x 15' Length Leader Hose	\$	378.00	1 \$ 378.00
	C103-231	1-1/4" x 15' Length Leader Hose	\$	378.00	
	C103-232	3/4" x 20' Length Leader Hose	\$	403.00	
	C103-233	1" x 20' Length Leader Hose	\$	403.00	
	C103-234	1-1/4" x 20' Length Leader Hose	\$	403.00	
	C103-235	3/4" x 25' Length Leader Hose	\$	483.00	
	C103-236	1" x 25' Length Leader Hose	\$	483.00	
	C103-237	1-1/4" x 25' Length Leader Hose	\$	483.00	
	C103-238	3/4" x 30" Length Leader Hose, Spare	\$	120.00	
	C103-239	1" x 30" Length Leader Hose, Spare	\$	120.00	
	C103-240	1-1/4" x 30" Length Leader Hose, Spare	\$	120.00	
		Swedge Tools			
		Description		Additional Information	
	C103-241	Hydraulic Swage Kit	\$	2,724.00	
	C103-242	Manual Swage Kit	\$	1,786.00	
	C103-243	1" Swage End	\$	73.00	
	C103-244	3/4" Swage End	\$	68.00	
		Root Cutters			
		Description		Additional Information	
	C103-245	Rotating Turbine Chain Scraper 5"-10" with skids & chain 10.125TR6-10	\$	3,919.00	



HGAC - Contract SC01-18
January 1, 2018

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H-GAC 'FORM E' - OPTIONS PRICING		C102			
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Invitation No.:	SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	C103-246	Rotating Turbine Chain Scraper with skids and Chain 10.125TR8-12 set	\$	4,105.00	
	C103-247	1" to 3/4" Bushing for Chain Scraper	\$	17.00	
	C103-248	1" Bulldog with skid 400.600BS	\$	3,247.00	1 \$ 3,247.00
	C103-249	3/4" Bulldog 400.060A	\$	2,960.00	
		Manuals			
		Description		Additional Information	
	C103-250	Electronic Vac-Con Manual (Thumb Drive), spare		One Electronic Manual Standard per Unit	\$ 185.00
	C103-251	Paper Vac-Con Manual - No longer standard	\$	185.00	
		Paint - Module Options			
		Description		Additional Information	
	C103-252	Paint Module: DuPont Elite White N0006EX (white is standard unless otherwise specified)	\$	-	
	C103-253	Paint Module: DuPont Elite School Bus Yellow N0662EX	\$	-	
	C103-254	Paint Module: DuPont Elite Safety Yellow N1155EX	\$	-	
	C103-255	Paint Module: DuPont Elite Coca Cola Red N0252EX	\$	-	
	C103-256	Paint Module: DuPont Elite Candy Apple Red 748727	\$	-	
	C103-257	Paint Module: DuPont Elite Medium Blue 748701	\$	-	
	C103-258	Paint Module: DuPont Elite Deep Blue 748718	\$	-	
	C103-259	Paint Module: DuPont Elite Pepsi Blue N4147-HN	\$	-	
	C103-260	Paint Module: DuPont Elite Omaha Orange 748739	\$	-	
	C103-261	Paint Module: DuPont Elite Cat Yellow 771861EX	\$	-	
	C103-262	Paint Module: DuPont Elite Lime Green 748724	\$	-	
	C103-263	Paint Module: DuPont Elite Green 748713	\$	-	
	C103-264	Paint Module: DuPont Elite Woodland Green 748708	\$	-	
	C103-265	Undercoat - Vac-Con Module & Chassis	\$	1,951.00	
	C103-266	Metallic paint Option	\$	2,940.00	
	C103-267	Mainframe Deck Coating	\$	2,760.00	ILO adhesive grip tape
		Paint - Chassis Options			
		Description		Additional Information	
	C103-268	Vac-Con to Paint Cab - Specify Color	\$	3,031.00	
	C103-269	Paint Chassis Hood Flat Black	\$	719.00	
		Paint - Chassis Stripe Options			
		Description		Additional Information	
	C103-270	Cab "Z" Striping Package, specify Color		Available Colors: White, Black, Blue, Red, Orange, Yellow, Green	\$ 1,165.00
	C103-271	Cab "Small Stripes" Striping Package, Specify Color		See Available Colors	\$ 1,165.00
	C103-272	Cab Painted with Flames	\$	2,910.00	
		Pool Truck Modifications			
		Description		Additional Information	
	C103-273	Roll Bogies, Single Axle	\$	2,531.00	
	C103-274	Air dryer - Bendix AD-9	\$	1,443.00	
	C103-275	Air dryer - Bendix AD-IP	\$	2,060.00	Standard on Vac-Con 114SD Pool Trucks
	C103-276	Air horn - single base	\$	1,002.00	Standard on Vac-Con 114SD Pool Trucks
	C103-277	Air restriction gauge, dash mounted	\$	649.00	
	C103-278	Air seat, passenger	\$	1,221.00	
	C103-279	2-man passenger seat	\$	1,231.00	
	C103-280	Block Heater	\$	796.00	
	C103-281	Metric speedometer	\$	972.00	
	C103-282	Heated motorized mirrors	\$	2,766.00	
	C103-283	Silicone hoses	\$	667.00	
	C103-284	Front Mud Flaps	\$	127.00	
	C103-285	Transmission temperature gauge	\$	1,295.00	
	C103-286	Spare tire & rim 385/65R22.5	\$	1,502.00	
	C103-287	Spare tire & rim front (Please Specify size in comments)	\$	1,872.00	
	C103-288	Spare tire & rim, rear (Please specify size in comments)	\$	937.00	
	C103-289	Spare front wheel (please specify size in comments)	\$	531.00	
	C103-290	Spare rear wheel (Please specify size in comments)	\$	236.00	
	C103-291	12 ton jack & lug wrench	\$	353.00	
	C103-292	Chassis Parts Catalog	\$	472.00	
	C103-293	Chassis Operators Manual	\$	61.00	
	C103-294	Parts Manual on CD-Rom	\$	472.00	
	C103-295	Service Manual on CD-Rom	\$	472.00	
	C103-296	Wheel Simulators	\$	2,355.00	
	C103-297	Daytime Running Lights	\$	472.00	Standard on Vac-Con 114SD Pool Trucks
	C103-298	Remote Chassis Engine Start Switch	\$	2,942.00	



HGAC - Contract SC01-18
January 1, 2018

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC Product Code		Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)				
H-GAC 'FORM E' - OPTIONS PRICING				C102			
Offeror Name:		VAC-CON, INC.					
Invitation No.:		SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services					
Extended Warranties							
			Description	Additional Information			
	C103-299	Allison Series 3000 5-year/unlimited mileage		Requires TrandSynd Synthetic Transmission Fluid or TES-295	\$ 1,786.00		
	C103-300	Allison Series 4500 5-year/unlimited mileage		Requires TrandSynd Synthetic Transmission Fluid or TES-295	\$ 2,214.00		
	C103-301	John Deere auxiliary engine 3 Years/4000 hours (subject to \$250 deductible) extended warranty			\$ 2,364.00		
	C103-302	John Deere auxiliary engine 4 Years/5000 hours (subject to \$250 deductible) extended warranty			\$ 3,007.00		
	C103-303	John Deere auxiliary engine 5 Years/5000 hours (subject to \$250 deductible) extended warranty			\$ 3,978.00		
	C103-304	John Deere Tier 4 5YR/5000HR, Full Coverage Warranty (March 1,2017- Decemeber 31,2019)			\$ 346.00		
	C103-305	Gas Engine Extended Warranty- 5YRS/500HRS			\$ 2,649.00		
	C103-306	FR 114SD: 3yrs./200,000 mi. extended warranty, includes towing		Cummins-ISL370 engine 3yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment	\$ 8,446.00		
	C103-307			Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295			
	C103-308	FR 114SD: 4yrs./200,000 mi. extended warranty, includes 4yrs. towing		Cummins-ISL370 engine 4yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment	\$ 10,579.00		
	C103-309			Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295			
	C103-310	FR 114SD: 5yrs./200,000 mi. extended warranty, includes 5yrs. Towing		Cummins-ISL370 engine 5yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment	\$ 13,360.00		
	C103-311			Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295			
	C103-312	IH 7300 & 7400 ESC: 5yrs./150,000 mi. base vehicle extended warranty, includes 5 yrs./UNL towing		Navistar DT engine 5 yrs./150,000 mi. extended warranty - Aftertreatment included for 3 yrs.	\$ 14,723.00		
	C103-313			Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295			
	C103-314	Duralift "Self-steer" suspension axle: 13,500LB Air Ride, Air Lift w/295-75R22.5 tires (Consult factory for adaptability)		Available: Pusher or tag configiration	\$ 15,989.00		
					Subtotal:	B1	\$ 35,293.00
Pool Truck Chassis							
			Description	Additional Information			
	C103-315	Freightliner 108SD 4x2 37000GVWR ISL270 3000RDS			\$ 80,500.00	1	
	C103-316	Freightliner 114SD 4x2 43000GVWR ISL370 3000RDS			\$ 88,100.00		
	C103-317	Freightliner 114SD 6x4 66000GVWR ISL370 3000RDS			\$ 98,159.00		
	C103-318	Freightliner 114SD 6x4 66000GVWR 10 SPD 450HP DD13			\$ 104,236.00		
	C103-319	Freightliner 114SD 6x4 66000GVWR DD13 450HP 4500RDS			\$ 116,596.00		
	C103-320	Freightliner 75DGE 114SD 4x2 43000GVWR ISL320 3000RDS			\$ 144,200.00		
	C103-321	Freightliner 75DGE 114SD 6x4 60000GVWR ISL320 3000RDS			\$ 151,925.00		
	C103-322	Peterbilt 348 4x2 43000GVWR PX-9 345HP 3000RDS			\$ 93,730.00		
	C103-323	Peterbilt 348 6x4 66000GVWR PX-9 345HP 3000RDS			\$ 103,515.00		
					Subtotal:	B1	\$ 80,500.00