



AMENDED
REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, MAY 14, 2026
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

MAY 14, 2026

6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1
Cristina A. Arnold
Juan Oropesa

Ward II
Juliana Halvorson
Will Cavin

Ward III
Edward L. Heldenbrand
Kurt Edwin Gass

Ward IV
Robert B. Corn
Darrell Johnson

Ward V
Angela G. Moore
Carlos Marrujo, Jr.

WELCOME! We are pleased to have you join us for the Roswell City Council meeting. If you wish to speak, please sign up before 6:00 p.m. The Council welcomes relevant public comments; however, a three-minute time limit is enforced under Resolution 26-12 (Governing Body Rules of Order). Large groups are asked to designate a spokesperson. Robert's Rules of Order govern the conduct of this meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation

1. Approval of agenda - approve the agenda for the May 14, 2026, Regular City Council Meeting. (Corn/Martinez)
2. Approval of consent agenda - approve the consent agenda for the May 14, 2026, Regular City Council Meeting. (Corn/Martinez)

CONSENT ITEMS *(items 3-20 will be approved at the time of the approval of the consent agenda)*

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion of a particular item is desired, upon request, that item may be removed from the Consent Agenda and placed on the Regular Agenda for separate consideration.

3. Approval of a Professional Services Agreement between the City of Roswell Fire Department and Public Consulting Group, LLC to provide consulting services for the Ambulance Supplemental Payment Program (ASPP), including cost reporting, program development, and support to obtain Medicaid supplemental reimbursements. (Cavin/Bunch)
4. Approval of the award for ITB-26-011 Transit Facility Restroom Remodel Project to White Rock Construction & Services, Inc., in the amount of \$139,030.83, including applicable New Mexico Gross Receipts Tax (GRT). (Gass/Hicks)
5. Approval of a budget adjustment and approval to issue a purchase order to Vanguard Truck Centers under TIPS contract #240901 for the purchase of a Front Load Truck in the amount of \$388,574. (Gass/Chaparro)
6. Approval of a budget adjustment and authorization to purchase of a new 2026 "Bucket Truck" from Global Rental Co., Inc. the amount of \$175,662.00. (Gass/MacCornack)

7. Approval to implement a new pay chart for all personnel at the Pecos Valley Regional Communications Center to improve recruitment, retention, and operational stability. (Gass/Herring)
8. Approval of the burial of power lines at the Air Center to enhance safety. (Gass/Vigil)
9. Approval of a budget adjustment in the amount of \$3,724.00 to relocate all recording equipment. (Gass/Herring)
10. Approval of the scope of work for RFP-26-XXX Goddard collection flood recovery assessment, stabilization, and conservation services. (Gass/Brooks)
11. Approved of a task order in the amount of \$88,987.77 to Molzen Corbin at ROW for drainage improvements. (Gass/Rogers)
12. Approval of the Roswell Hispano Chamber of Commerce funding request of \$26,860 for Fiscal Year 2027. (Gass/Conyers)
13. Approval of a budget adjustment in the amount of \$83,758.08 to authorize the purchase of a vertical carousel file storage system. (Gass/Herring)

Resolution(s)

14. Resolution 26-22 Disposal of Certain Surplus Personal Property. Consider adoption of Resolution 26-22 to dispose of certain surplus property listed on the attachment. (Gass/Hicks)
15. Resolution 26-23 Weeds - The Resolution shall mandate the cleanup of approximately sixteen (16) separate properties within the City. (Cavin/Franco)
16. Resolution 26-24 Condemnations - adoption of Resolution 26-24 the Resolution shall require the removal or demolition of one (1) dilapidated structure. (Cavin/Franco)
17. Resolution 26-26: adoption of Resolution 26-26: accepting funds as part of NMDOT's Capital Outlay Program. (Gass/Rogers)

Bids, RFP's and Agreements

18. Approval to advertise RFP 26-XX for HVAC and Plumbing services and repairs to City-owned facilities (Cavin/Rogers).

Minutes

19. Approval of the minutes from the Regular City Council meeting on April 9, 2026. (Corn/Martinez)
20. Approval of the minutes from the Special City Council meeting on April 20, 2026. (Corn/Martinez)

NON-ACTION ITEMS (Information Items)

Airport Updates (Omar Gonzalez and Fred Telling)

Water Line Breaks: Response and Recovery Efforts (Andrew Valadez)

Set Apart Gymnastics (Jason and Jennifer Hughes)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

PUBLIC HEARING(S)

21. **Ordinance 26-03: Hold a public hearing. Ordinance 26-03: An Ordinance amending the updated Fire Code references within Chapter 13 of the City Ordinance (Cavin/Olive)**

NEW BUSINESS / REGULAR ITEMS

22. Approval of the FY27 Proposed Budget. (Gass/Yntema)
23. Approval of a budget adjustment and authorization to purchase equipment and services from Xybix, ConvergeOne, and Goodman's in the total amount of \$165,551.67 to support the relocation, upgrade, and outfitting of the Pecos Valley Regional Communications Center, with expenditures to be initially funded by the City and subsequently reimbursed through the NMDFA E-911 Grant Program. (Gass/Herring)
24. Approval of a task order to Parkhill Smith & Cooper Inc. for the permit renewal for the Roswell Municipal Landfill for \$243,284.49 This will be utilizing RFP-25-002 Engineering & Architectural Services. (Corn/Chaparro)
25. Approval of a budget adjustment for SkyWest Airlines / United Express in the amount of \$748,617.26 pursuant to the Transportation Services Agreement with Roswell Air Center for the continued provision of scheduled nonstop jet service between Roswell Air Center (ROW) and Denver International Airport (DEN), with eligible costs to be submitted for reimbursement through the U.S. Department of Transportation Small Community Air Service Development Program (SCASDP) Grant. (Corn/Thompson)

Resolution(s)

26. Resolution 26-25: Adoption of Resolution 26-25: approving a budget adjustment for the fiscal year ending June 30, 2026. (Gass/Gomez)

Closed Session

27. Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H, to discuss Collective Bargaining negotiations.

COMMUNICATIONS (Informational Only)

Employee Out-of-State Travel (Informational Only)

COUNCILOR COMMENTS (Information Only)

CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only)

Adjournment

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 hearing or meeting, please contact Human Resources at 575-624-6700 at least one week before 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 at 575-637-6202 if a summary of another type of accessible format is needed. Printed and posted: **Monday, May 11, 2026**

To watch the City Council Meeting live from your computer, tablet, or smartphone, go to <https://www.youtube.com/@CityofRoswellNM/featured>. You can also go to www.roswell-nm.gov, then click on the YouTube link on the banner on the right side of the screen.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

3.

Meeting Date: 05/14/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Approval of a Professional Services Agreement between the City of Roswell Fire Department and Public Consulting Group, LLC to provide consulting services for the Ambulance Supplemental Payment Program (ASPP), including cost reporting, program development, and support to obtain Medicaid supplemental reimbursements. (Cavin/Bunch)

BACKGROUND:

Initiated by: Randy Bunch

The Roswell Fire Department will provide emergency medical transport services, a portion of which may qualify for supplemental Medicaid reimbursement through the Ambulance Supplemental Payment Program (ASPP). The Centers for Medicare and Medicaid Services (CMS) allow states to establish alternative payment methodologies to support eligible providers.

Public Consulting Group, LLC has specialized expertise in assisting public agencies with cost reporting, program development, and compliance required to participate in ASPP. The City seeks to engage PCG to support the development, implementation, and ongoing administration of the ASPP, including preparation of required documentation and coordination with state and federal agencies. (Bunch)

FINANCIAL CONSIDERATION

There is no immediate fiscal impact associated with approval of this item. Services will be compensated on a contingency basis as a percentage of Medicaid supplemental reimbursements received by the City.

LEGAL REVIEW:

Legal Department has reviewed this contract agreement.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on April 23, 2026, to be placed on the Consent Agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Roswell Fire Department (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of March 10, 2026 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
2. **Term.** The Agreement will be effective from the Effective Date through December 31, 2029, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
 - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
- 4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
- 5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For CLIENT:

Steve Chavez
Fire Chief
Roswell Fire Department
200 S. Richardson
Roswell, NM 88201
s.chavez@roswell-nm.gov

For CONTRACTOR:

Miles Brown
Senior Consultant
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
mbrown@pcgus.com

6. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding

taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
- 7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
- 11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

 - a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales

information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by the Disclosing Party as well as all copies.

- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** To the extent allowed by law, the Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall

be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or

Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and

iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
 - m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
 - n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
 - o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information to the maximum extent allowable by law.
- 12. As-Is Information and Data.** The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.
- 13. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property

under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of New Mexico, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of New Mexico shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
20. **Miscellaneous**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- e. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
- f. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of

such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC

ROSWELL FIRE DEPARTMENT, NEW MEXICO

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

Ambulance Supplemental Payment Program (ASPP) and Other Consulting

PCG will provide the below Contracted Services for four calendar year cost reporting cycles, defined as January 1, 2025, to December 31, 2025; January 1, 2026, to December 31, 2026; January 1, 2027, to December 31, 2027; and January 1, 2028, to December 31, 2028.

- A. CLIENT provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. PCG will support New Mexico EMS Providers to design and implement the ASPP. New Mexico's ASPP provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Directed Payment Preprint form and the modeling associated with the Preprint.
- E. PCG will provide all documentation needed by the New Mexico Health Care Authority (HCA) to facilitate the ongoing administration of the ASPP.
- F. PCG will support CLIENT and HCA to obtain approval of the ASPP on an annual basis, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- G. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to HCA within the time frame prescribed by HCA.
- H. PCG shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.
- I. PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.

- J. PCG will draft program plan and supplemental payment strategy to best align with the needs of New Mexico providers.
- K. PCG will work with CLIENT and other stakeholder providers to engage the state of New Mexico.
- L. PCG will facilitate ongoing discussions with the state of New Mexico through program design, approval and implementation process.
- M. PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- N. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- O. PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- P. CLIENT will provide PCG with all the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- Q. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- R. If the completed cost report is rejected by HCA, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- S. PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- T. PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- U. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- V. PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.

- W. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HCA, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

ATTACHMENT B COMPENSATION

PCG shall be paid by CLIENT compensation for all Contracted Services. Total compensation for this Agreement shall be on a contingency fee of Fourteen Percent (14%) of the federal share portion of payments received by CLIENT under the ASPP program for each cost reporting period with compensation not to exceed \$2,900,000. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

4.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the award for ITB-26-011 Transit Facility Restroom Remodel Project to White Rock Construction & Services, Inc., in the amount of \$139,030.83, including applicable New Mexico Gross Receipts Tax (GRT). (Gass/Hicks)

BACKGROUND:

Initiated by: Becky Hicks

The City of Roswell issued ITB-26-011 seeking sealed bids from licensed and qualified contractors for the Transit Facility Restroom Remodel Project.

The project includes remodeling existing restroom facilities to improve functionality, accessibility, and code compliance, along with associated water and sanitary sewer improvements.

Bids were opened on March 31, 2026, and two bids were received:

1. White Rock Construction & Services, Inc. - \$128,410.27 (excluding GRT)
2. Pluma, LLC - \$288,808.53 (excluding GRT)

After review, White Rock Construction & Services, Inc. submitted the lowest responsive and responsible bid and is recommended for award.

FINANCIAL CONSIDERATION

Financial Impact (Expense): **Budgeted**

GL: 26104511-817503

Current/Original Budget: \$305,491.84

Remaining Budget: \$279,951.05

Requested Amount: \$139,030.83

LEGAL REVIEW:

Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee voted 5 to 0 in favor of awarding ITB-26-011 Transit Facility Restroom Remodel Project to White Rock Construction & Services, Inc., in the amount of \$139,030.83 and moving to Finance Committee. Finance Committee recommended approval 5-0 at its meeting on May 7, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Roswell Transit Award Recommendation Report
Roswell Transit Bid Tabulation



Award Recommendation Report

Award Recommendation for: ITB-26-011 Transit Facility Restroom Remodel

The City of Roswell issued Invitation to Bid (ITB) 26-011 seeking sealed bids from qualified and licensed contractors for the Transit Facility Restroom Remodel Project.

The purpose of this project is to improve the functionality, safety, and accessibility of the existing restroom facilities, ensuring compliance with current ADA standards and building codes.

The scope of work includes demolition of existing restroom components, installation of new plumbing fixtures and accessories, updated partitions, ADA-compliant improvements, and new interior finishes including flooring, walls, and ceilings. The project also includes associated mechanical, electrical, and plumbing work necessary to support the upgraded facilities.

In addition to the restroom remodel, the project includes critical infrastructure improvements such as replacement of the existing water service and sanitary sewer service lines serving the building. This work involves excavation, trenching, installation of new piping, connections to existing systems, testing, and full restoration of disturbed areas. These upgrades are essential to ensure long-term reliability and proper operation of the facility's utilities.

Bids were opened on March 31, 2026, and two bids were received and reviewed:

- White Rock Construction & Services, Inc. from Roswell, NM – \$128,410.27 (excluding GRT)
- Pluma, LLC – \$288,808.53 (excluding GRT)

After review, White Rock Construction & Services, Inc. submitted the lowest responsive and responsible bid in the amount of \$128,410.27, excluding Gross Receipts Tax.

Staff recommends award of ITB-26-011 – Transit Facility Restroom Remodel to White Rock Construction & Services, Inc. for total contract amount \$139,030.83, including applicable Gross Receipts Tax.

Sincerely,

Arely Peek
Procurement Officer



BID TABULATION

ITB No. ITB-26-011

Transit Facility Restroom Remodel

RESPONSE DEADLINE: March 31, 2026 at 2:00 pm

VENDOR TOTALS

Vendor	Total
White Rock Construction & Services, Inc.	\$128,410.27
Pluma, LLC	\$288,808.53

RESTROOM REMODEL

Restroom Remodel				Pluma, LLC	White Rock Construction & Services, Inc.
Selected	Line Item	Description	Unit	Lump Sum Price (Without GRT)	Lump Sum Price (Without GRT)
X	1	Restroom Remodel	Lump Sum	\$100,521.71	\$88,779.42
Total				\$100,521.71	\$88,779.42

WATER SERVICE IMPROVEMENTS

Water Service Improvements				Pluma, LLC	White Rock Construction & Services, Inc.
Selected	Line Item	Description	Unit	Lump Sum Price (Without GRT)	Lump Sum Price (Without GRT)
X	2	Water Service Improvements	Lump Sum	\$70,832.00	\$7,099.44
Total				\$70,832.00	\$7,099.44

SANITARY SEWER SERVICE IMPROVEMENTS

				Pluma, LLC	White Rock Construction & Services, Inc.
Selected	Line Item	Description	Unit	Lump Sum Price (Without GRT)	Lump Sum Price (Without GRT)
X	3	Sanitary Sewer Service Improvements	Lump Sum	\$117,454.82	\$32,531.41
Total				\$117,454.82	\$32,531.41

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

5.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment and approval to issue a purchase order to Vanguard Truck Centers under TIPS contract #240901 for the purchase of a Front Load Truck in the amount of \$388,574. (Gass/Chaparro)

BACKGROUND:

Initiated by: Abraham Chaparro

The Solid Waste Department would like to buy a new Mack Front Load Truck from Vanguard Truck Centers utilizing TIPS contract #240901.

- One (1) 2026 Mack TE64 with Heil 28yd HP FEL for \$388,574

This truck is on the ground in El Paso, TX.

All Specifications meet the requirements of the Route Supervisor.

FINANCIAL CONSIDERATION

Financial Impact (Expenses): **Budget Adjustment Needed**

Expenses: 52004341-817505 (Capital Outlay - Equipment)

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

During the Special Finance Committee budget meeting, this item was referred to the Finance Committee Meeting scheduled for May 7, 2026. The Finance Committee recommended approval 5-0 at its meeting on May 7, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Vanguard Truck Centers Quote
TIPS Award Letter



VANGUARD TRUCK CENTER OF HOUSTON
12935 Crosby Fwy
Houston TX 77049
Phone: (281) 677-2200

New Vehicle Purchase Agreement

04/17/2026

DE-27985

PROS-026067

Lucas DeVilliers

PROS-026067

CITY OF ROSWELL SOLID WASTE DEPARTMEN
3006 W BRASHER RD
ROSWELL NM 88203
P:(575) 624-6746 | F:

CITY OF ROSWELL SOLID WASTE DEPARTMEN
3006 W BRASHER RD
ROSWELL, NM 88203

Stock#: 1233055 1M2TE2GC6TM014830
Heil 28yd HP FEL

New 2026 MACK TE64

Price: \$196,954.86
\$191,619.20

Total Price \$388,574.06
Total \$388,574.06

BUDGETARY ESTIMATE PREPARED FOR THE CITY OF ROSWELL

VANGUARD TRUCK CENTERS TIPS CONTRACT # 240901

VANGUARD TRUCK CENTERS (the "COMPANY") SELLS THIS VEHICLE ON AN "AS IS WHERE IS" BASIS AND MAKES NO WARRANTIES AS TO SAID VEHICLE'S, EXPRESS, IMPLIED, OR IMPLIED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES OF THE VEHICLE ARE THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS ON THE REVERSE SIDE. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

DATE ACCEPTED: _____ BY: _____

Email-lucas.devilliers@vanguardtrucks.com

Lucas DeVilliers

SALES REPRESENTATIVE

(PRINT NAME OF PURCHASER)

CITY OF ROSWELL SOLID WASTE DEPARTMEN

(BUSINESS NAME)

3006 W BRASHER RD

ADDRESS

ROSWELL NM 88203

CITY, STATE, ZIP

(TITLE)

(575) 624-6746

(PHONE)

SALES MANAGER

TERMS AND CONDITIONS

This Purchase Agreement is tendered by the Purchaser for acceptance by Vanguard Truck Centers (hereinafter called the "Company"). It is understood that it will not be binding upon the Company unless accepted and signed by an authorized executive of the Company.

If the terms of payment herein provided are other than cash, the Purchaser agrees to execute and deliver to the Company, prior to the delivery of said vehicle(s), a security agreement in the form customarily required by the Company or an applicable lender, covering said vehicle(s) in order to secure the payment of the indebtedness due hereunder. The Purchaser further agrees that this Purchase Agreement shall be subject to all the terms and conditions of said security agreement, which shall supersede this Purchase Agreement to the extent inconsistent herewith; provided that Purchaser's assertions and/or warranties as to any used motor vehicle or equipment traded in by the Purchaser and taken by the Company as part of payment hereunder (hereinafter such used motor vehicle or equipment is called the "used equipment") shall survive the execution of the security agreement.

The Company shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond the Company's reasonable control, including, but not limited to fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; NOR IN ANY EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF INCOME. The receipt of said vehicles(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay.

The Purchaser warrants that the used equipment traded in, if any, is free from all liens and/or encumbrances, title defects including but not limited to flood titles, rebuilt titles or odometer discrepancy titles, of any nature whatsoever, and that the Purchaser has good and marketable title to the used equipment at the time of delivery thereof to the Company. The used equipment is to be delivered to the Company in the same condition and appearance in which it was when first inspected by the Company or its agent. The Company, upon delivery of such used equipment, shall have the right once again to inspect such used equipment and the Company shall be the sole judge as to its condition, with the right to accept or reject the used equipment at its option. If the used equipment to be delivered to the Company is not in a condition and appearance as good as it was when first inspected by the Company, the Company shall have the right to revalue the amount of allowance offered for such equipment and the total cash purchase price shall be increased accordingly.

The Purchaser agrees that the amount of the allowance made upon the used equipment, if any, is to be applied by the Company as part payment on the purchase price of said vehicle(s).

In the event that the within Purchase Agreement is accepted by the Company and the Purchaser fails to pay the purchase price and accept delivery and perform under this Purchase Agreement pursuant to its terms, the Company will pursue all damages at law and in equity that the Company believes it is owed.

In the event that the within Purchase Agreement is cancelled by mutual written agreement of the Company and the Purchaser or if the Company is unable to make delivery of said vehicle(s), the Company will return and the Purchaser will accept the cash and the used equipment (or if the used equipment shall have been sold, the net amount received by the Company from the sale thereof (less a 15% sales commission charge) in full discharge of any obligations of the Company to the Purchaser hereunder.

The Purchaser agrees that all previous communications between the Purchaser and the Company, either verbal or written, with reference to the subject matter of this Purchase Agreement, are hereby integrated into the Purchase Agreement and that this Purchase Agreement contains and accurately describes all agreements between Purchaser and Company. The Purchaser further agrees that no modification of this Purchase Agreement shall be binding upon the Company unless such modifications shall be in writing and agreed to and accepted in writing by an executive of the Company.

A security interest in said vehicle(s) shall remain in the Company until the payment in full of the purchase price or, if the terms of payment herein provided are other than cash, until the execution and delivery of a security agreement, as hereinabove provided, at which time the terms of said security agreement shall control with respect to the title and ownership of said vehicle(s).

TERMS AND CONDITIONS

In the event of Purchaser's failure to make payment of the purchase price when due, the Company may take immediate possession of said vehicle(s), without demand or further notice. For this purpose and in furtherance thereof, the Purchaser shall, if the Company so requests, make said vehicle(s) available to the Company at a reasonably convenient place designated by it, and the Company shall have the right, and the Purchaser does hereby authorize and empower the Company, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; and the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Company, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

If the cost to the Company of insurance to be furnished by the Company hereunder is increased at any time prior to the delivery of said vehicle(s), the Purchaser agrees to pay for the insurance herein provided for at such increased rate.

It is agreed that if the cost of labor, materials, body, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, then the Company, at any time before delivery, may give the Purchaser written notice of an increase in price, and such increased price shall be the contract price, unless Purchaser within ten days thereafter shall give Company written notice of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

ALL TAXES NOW OR HEREAFTER IMPOSED UPON THE MANUFACTURER OR SALE OF SAID VEHICLE(S) SHALL BE PAID BY THE PURCHASER.

Effective January 1, 2024, under no circumstances can a model year 2025 or newer truck be registered or primarily used in California.

All model year 2025 MSOs will be marked "NOT FOR INITIAL SALE OR REGISTRATION (NEW VEHICLE TITLING) IN CALIFORNIA"

At this time and until further notice, Vanguard Truck Centers (the Company) does not sell a CARB 2024 Omnibus Certified engine to allow sales in California. CARB Clean Idle engines are NOT eligible for registration in California but are permitted to idle in California. Registration is the key difference between the CARB offerings.

If the Purchaser attempts to register a truck in California, a fine will be charged to the OEM (original equipment manufacturer). This fine will be charged back to the Company and then charged to the Purchaser, who is ultimately responsible for compliance with the emissions laws of California or any opt-in state. The minimum fine will be the sales price of the vehicle plus \$47,738 with no maximum established.

The Purchaser hereby indemnifies the OEM and the Company (each an "Indemnified Party"), and its successors and assigns, from and against any claim, cause of action, costs, fines, expense or damage including attorney's fees of any nature asserted, or that could be asserted, against the OEM or the Company for any noncompliance by the Purchaser with any law or CARB or EPA regulation or the registration or use of the NEW trucks in the State of California. If any fine or charge is imposed on an OEM or the Company as a result of the Purchaser's non-compliance with any California or Federal law or regulation, Purchaser will reimburse such fine or charges to the OEM and the Company within 5 days of such demand by an Indemnified Party.

This instrument contains the entire agreement between the parties, and there are no understandings or representations not contained herein, including but not limited to any guaranteed future trade value on the new vehicles subject to this agreement unless the agreement is signed by the Chief Executive Officer of Company. This Agreement will be governed by the internal laws of the state of Georgia without regard to any conflicts of law provisions. Venue for any dispute hereunder will only be proper if brought in the appropriate court in Fulton County, Georgia and both parties hereto waive any objections to personal jurisdiction under the laws of the state of Georgia.

TERMS AND CONDITIONS

IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT..

Purchaser's Initials

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vanguard Truck Centers of Houston

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: Vanguard Truck Centers of Houston

Vendor Address: 12935 Crosby Fwy

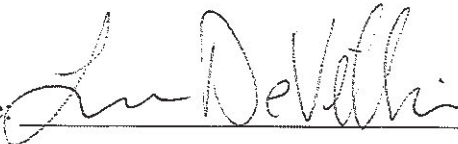
City: Houston State: TX Zip Code: 77049

Vendor Authorized Signatory Name: Lucas DeVilliers

Vendor Authorized Signatory Title: Fleet Sales Executive

Vendor Authorized Signatory Phone: (713) 545-5807

Vendor Authorized Signatory Email: lucas.devilliers@vanguardtrucks.com

Vendor Authorized Signature:  Date: 10/17/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 11/21/2024



240901

**Vanguard Truck Center of Houston
Houston Mack Sales and Service Inc
Supplier Response**

Event Information

Number: 240901

Title: Transportation Vehicles

Type: Request for Proposal

Issue Date: 9/5/2024

Deadline: 10/18/2024 03:00 PM (CT)

Notes: **This bid is seeking the sale of *vehicles only*. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.**

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO

PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Vanguard Truck Center of Houston Information

Contact: Lucas DeVilliers
Address: 12935 Crosby FWY
Houston, TX 77049
Phone: (713) 545-5807
Email: lucas.devilliers@vanguardtrucks.com
Web Address: www.Vanguardtrucks.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lucas DeVilliers

Signature

lucas.devilliers@vanguardtrucks.com

Email

Submitted at 10/18/2024 12:24:02 PM (CT)

Requested Attachments

Vendor Agreement

240901 Vendor Agreement - 9-5-24.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240901 Vendor Agreement Signature Form - 10-17-24.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240901 Pricing Form 1 - 10-14-24.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240901 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

240901 Required Confidentiality Claim Form - 10-18-24.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

(3) Required Customer Reference Letters

El Paso-Harlingen-Odessa Reference Letters 10-18-24.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Current Form W-9

W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)Franchise License-Sales and Use
Tax Form-FET Exemption.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

300dpi_VTC_wide_1198x244.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas, Arizona, Missouri, Illinois, Kentucky, Tennessee, West Virginia, Virginia, Maryland, North Carolina, South Carolina, Georgia and Florida

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Vanguard Truck Centers owns and operates full service commercial truck centers in the United States. Our unique footprint allows us to provide a diverse range of products and services across many industries, and across the country. We offer comprehensive transportation solutions, with locations in Arizona, Georgia, Illinois, Missouri, North Carolina, South Carolina and Texas. Our primary brands are Mack ,Volvo and Autocar Heavy Duty Trucks as well as Isuzu and Hino Medium Duty Trucks. Many of our locations provide authorized parts and service support for other vehicle manufacturers such as GM Medium Duty, Prevost Motor Coach, and UD Trucks; as well as component manufacturers including Allison Transmission, Cummins Engine, Eaton Fuller Transmission and Meritor Axles and Driveline. Additionally, our Truck Centers offer All Makes parts, preventative maintenance and repair services for all major brands of heavy duty trucks. As your dedicated business partner, our mission is to exceed customer expectations with our entire product and service offering. This includes new trucks, leasing & rental, premium used trucks, all makes parts, service & body shops and finance & insurance services.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Lucas DeVilliers

7	Primary Contact Title Primary Contact Title Fleet Sales Executive
8	Primary Contact Email Please enter a valid email address that will definitely reach the Primary Contact. lucas.devilliers@vanguardtrucks.com
9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 7135455807
10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). No response
11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 7135455807
12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Larry Zerante
13	Secondary Contact Title Secondary Contact Title Mack & Isuzu Sales Manager
14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. larry.zerante@vanguardtrucks.com
15	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 6302095320

1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). No response
1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 6302095320
1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. Adena Woods
1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. adena.woods@vanguardtrucks.com
2 0	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 2816772200
2 1	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. Lucas DeVilliers
2 2	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. lucas.devilliers@vanguardtrucks.com
2 3	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 7135455807
2 4	Company Website Company Website (Format - www.company.com) www.vanguardtrucks.com

2
5**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2
6**Primary Address**

Primary Address

2
7**Primary Address City**

Primary Address City

2
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

2
9**Primary Address Zip**

Primary Address Zip

3
0**Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

3
1**Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

3
2**Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

3
3

Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

GA

3
4

Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

37

3
5

Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3
6**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

3
7**Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3
8**Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4
1

TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2

TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3

TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
4

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4
5

Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4
6

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4
7**Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4
8**Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify

4
9**Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree

50

Alternative Dispute Resolution Limitations**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

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Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

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Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

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Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

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Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

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Regulatory Good Standing Certification - Explanation - Continued

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

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Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

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Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

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Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2**Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
3**Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

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5**2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at \$250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

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6**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7
7**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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8**2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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6

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

9
1**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

9
2**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

9
3**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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4**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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5**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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6**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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7**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

☒ Yes, Vendor certifies

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.



Environmental Services Department

MAYOR

Oscar Leaser

City of El Paso – Environmental Services Department
7968 San Paulo
El Paso, Texas 79904

CITY COUNCIL**District 1**

Brian Kennedy

Re: Reference Letter for Vanguard Truck Center

District 2

Dr. Josh Acevedo

To whom it may concern:

District 3

Cassandra Hernandez

Please accept this reference for Vanguard Truck Center who has provided truck chassis for our automated side load vehicles (trash trucks). Vanguard Truck Center has provided services for the City since the start of 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

District 4

Joe Molinar

District 5

Isabel Salcido

Vanguard Truck Center has provided exceptional customer service, a well-built product and continues to provide training to staff on their products. They performed satisfactorily and we would do business with them again. Environmental Services Department recommends the services of Vanguard Truck Center to TIPS public entity and non-profit members.

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

Thank you,

CITY MANAGER

Dionne Mack

A handwritten signature in blue ink that reads "Nicholas H. Ybarra".

Nicholas Ybarra, P.E. – Director
City of El Paso - Environmental Services Department



Nicholas Ybarra, P.E. - Director • Environmental Services Department • 915.212.6000
www.ElPasoTexas.gov

DELIVERING EXCEPTIONAL SERVICES



CAPITAL OF THE LOWER RIO GRANDE VALLEY

Mission Statement:

"Ensure a business-friendly climate focused on economic growth, quality of life and efficient delivery of excellent services to our community."

October 14, 2024

City of Harlingen - Public Works
P.O. Box 2207
Harlingen, Texas 78551

Re: Reference Letter for Vanguard Truck Centers of Houston

To whom it may concern:

Please accept this reference for Vanguard Truck Centers of Houston who provides goods or services to our entity. The Vendor provided refuse truck sales in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Ruth Trevino
Assistant Public Works Director

"Recipient of Keep Texas Beautiful Governor's Achievement Award"

118 E. Tyler ★ P.O. Box 2207 ★ Harlingen, Texas 78551

10-16-2024

City Of Odessa

PO Box 4398

Odessa, Texas 79760

RE: Reference letter for Vanguard

To whom it may concern:

Please accept this reference for Vanguard who provided good or services to our entity. The vendor provided Vehicles, Parts and Accessories in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative,

This entity is a customer of the above-named vendor. They performed satisfactorily and we would do business with them again. As a customer of the vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,



Chris A. Adams
Director
Equipment Services
801 E. Pool Rd.
Odessa, Tx, 79766
Office: (432) 335-4877

A handwritten signature in black ink, appearing to read "Chris A. Adams", with a long, sweeping horizontal line extending to the right.

CONFIDENTIALITY STATEMENT

This message may contain information that is privileged, proprietary, or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Vanguard Truck Centers of Houston
Vendor Authorized Signatory Name: Lucas DeVilliers
Vendor Authorized Signatory Title: Fleet Sales Executive
Vendor Authorized Signatory Email: lucas.devilliers@vanguardtrucks.com
Vendor Address: 12935 Crosby Fwy
City: Houston State: TX Zip Code: 77049

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

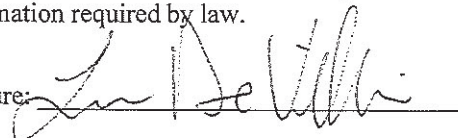
Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

6.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment and authorization to purchase of a new 2026 "Bucket Truck" from Global Rental Co., Inc. the amount of \$175,662.00. (Gass/MacCornack)

BACKGROUND:

Initiated by: James MacCornack

New bucket truck will replace Unit 396 (2003 Ford F-450SD) over the past 48 months the city has spent \$11,165.38 plus in maintenance of this unit. This request was presented to infrastructure committee on March 16, 2026 and Special Finance Committee April 28, 2026. Original intent for this request was for the 2027 fiscal budget however the equipment is available now within the current fiscal year for immediate delivery.

Procurement is through an approved cooperative purchasing agreement which the City of Roswell is a member of. A "Bucket Truck" is custom built/assembled specialty piece of equipment. This equipment will be used for maintenance and repair of traffic signals and street lights.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): **Budget Adjustment Needed**

Expenses: 26234325-817506 Capital Outlay - Vehicles

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval 5-0 at its meeting on May 7, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote - Bucket Truck - Global Rental Co., Inc.
Sourcewell Contract - Global Rental Co., Inc.



Quote Number: 224202602
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 4/28/2026

Quoted for: City of Roswell
Quoted by: Dylan Hooper
Phone: / Email: (469) 615-4321 / dylan.hooper@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
AT40-G 4x4		\$150,442	\$155,095	3%
(A.) Sourcewell Options On Contract				
1				
2				
3				
SOURCEWELL OPTIONS TOTAL:		\$150,442	\$155,095	3%

(A.) OPEN MARKET ITEMS (Customer Requested)			
1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2026 model year in lieu of 2023	\$20,957
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$20,957

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$171,399
Delivery to Customer: \$4,263
TOTAL FOR UNIT/BODY/CHASSIS: \$175,662

(C.) ADDITIONAL ITEMS (items are not included in total above)			
1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

*This quote does not include City, County, State or Federal taxes.

**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Rental Co., Inc., 33 Inverness Center Parkway, Birmingham, AL 35242-7648 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

7.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval to implement a new pay chart for all personnel at the Pecos Valley Regional Communications Center to improve recruitment, retention, and operational stability. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

The Pecos Valley Regional Communications Center is a consolidated 911 dispatch center providing emergency communication services for multiple agencies, including law enforcement and fire services across Chaves County. Dispatchers are responsible for high-stress, critical operations that directly impact public safety outcomes for residents and the many visitors to our community.

The center is currently experiencing significant staffing shortages and ongoing challenges in retaining qualified personnel. Contributing factors include below-market wages compared to surrounding agencies, excessive overtime demands, and job-related stress.

At present, the center relies on three contracted dispatchers who are compensated at significantly higher hourly rates than full-time staff. These contracts are set to expire in July, which presents an imminent risk of further staffing shortages. Additionally, the upcoming relocation will require adequate staffing levels to maintain operations across multiple sites during the transition.

Without intervention, the center risks continued turnover, increased burnout among remaining staff, and potential impacts to service quality and response times.

FINANCIAL CONSIDERATION

The proposed wage increase is not expected to require a budget adjustment for Fiscal Year 2026. Due to current staffing shortages, the personnel budget for dispatch positions is not projected to be fully expended this fiscal year. Additionally, a vacant Training Coordinator position will remain unfilled for the remainder of the fiscal year, further contributing to available salary savings.

Funding for increased wages has already been incorporated into the Fiscal Year 2027 budget through coordination with the City Manager and Finance Department.

Implementation of this adjustment may also reduce overall costs by:

- Decreasing reliance on high-cost contract dispatchers
- Reducing overtime expenditures
- Lowering turnover-related costs such as recruitment and training

Maintaining the current pay structure may result in continued higher expenses associated with contract staffing and excessive overtime.

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee reviewed this item, and it passed 4–0. The Finance Committee recommended approval 5-0 at its meeting on May 7, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Dispatch Pay Scale

City of Roswell - Dispatch Salary Table (Hourly & Annual @ 2,080 Hours)

Position	Step 1 Hourly	Step 1 Annual	Step 2 Hourly	Step 2 Annual	Step 3 Hourly	Step 3 Annual	Step 4 Hourly	Step 4 Annual	Step 5 Hourly	Step 5 Annual	Step 6 Hourly	Step 6 Annual	Step 7 Hourly	Step 7 Annual	Step 8 Hourly	Step 8 Annual	Step 9 Hourly	Step 9 Annual	Step 10 Hourly	Step 10 Annual
Administrative Assistant	\$18.50	\$38,480.00	\$18.87	\$39,249.60	\$19.25	\$40,040.00	\$19.64	\$40,851.20	\$20.03	\$41,662.40	\$20.43	\$42,494.40	\$20.84	\$43,347.20	\$21.26	\$44,220.80	\$21.69	\$45,115.20	\$22.06	\$45,884.80
Non-Certified Dispatcher	\$20.50	\$42,640.00	\$20.91	\$43,492.80	\$21.33	\$44,366.40	\$21.76	\$45,260.80	\$22.19	\$46,155.20	\$22.64	\$47,091.20	\$23.09	\$48,027.20	\$23.55	\$48,984.00	\$24.02	\$49,961.60	\$24.44	\$50,835.20
Certified Dispatcher	\$22.25	\$46,280.00	\$22.70	\$47,216.00	\$23.15	\$48,152.00	\$23.61	\$49,108.80	\$24.10	\$50,128.00	\$24.58	\$51,126.40	\$25.07	\$52,145.60	\$25.57	\$53,185.60	\$26.08	\$54,246.40	\$26.56	\$55,244.80
NCIC TAC (Dispatcher + \$1.50)	\$23.75	\$49,400.00	\$24.20	\$50,336.00	\$24.65	\$51,272.00	\$25.11	\$52,228.80	\$25.60	\$53,248.00	\$26.08	\$54,246.40	\$26.57	\$55,265.60	\$27.07	\$56,305.60	\$27.58	\$57,366.40	\$28.06	\$58,364.80
Dispatch Supervisor	\$28.50	\$59,280.00	\$29.07	\$60,465.60	\$29.65	\$61,672.00	\$30.24	\$62,899.20	\$30.85	\$64,168.00	\$31.47	\$65,457.60	\$32.10	\$66,768.00	\$32.74	\$68,099.20	\$33.39	\$69,451.20	\$34.06	\$70,844.80
Operations Supervisor	\$28.75	\$59,800.00	\$29.33	\$61,006.40	\$29.92	\$62,233.60	\$30.52	\$63,481.60	\$31.14	\$64,771.20	\$31.76	\$66,060.80	\$32.40	\$67,392.00	\$33.05	\$68,744.00	\$33.71	\$70,116.80	\$34.38	\$71,510.40
Training Coordinator	\$29.00	\$60,320.00	\$29.58	\$61,526.40	\$30.17	\$62,753.60	\$30.77	\$64,001.60	\$31.39	\$65,291.20	\$32.02	\$66,601.60	\$32.66	\$67,932.80	\$33.31	\$69,284.80	\$33.98	\$70,678.40	\$34.66	\$72,092.80
Deputy Director	\$33.59	\$69,867.20	\$34.26	\$71,260.80	\$34.95	\$72,696.00	\$35.65	\$74,152.00	\$36.36	\$75,628.80	\$37.09	\$77,147.20	\$37.83	\$78,686.40	\$38.58	\$80,246.40	\$39.36	\$81,868.80	\$40.14	\$83,491.20
Director	\$35.65	\$74,152.00	\$36.36	\$75,628.80	\$37.09	\$77,147.20	\$37.83	\$78,686.40	\$38.59	\$80,267.20	\$39.36	\$81,868.80	\$40.15	\$83,512.00	\$40.96	\$85,196.80	\$41.78	\$86,902.40	\$42.61	\$88,628.80

Dispatch Pay Comparison (Current vs New)

Role	Current Hourly	Current Annual	New Hourly	New Annual	Difference
Dispatcher	\$19.68	\$40,942.30	\$22.25	\$46,280.00	\$5,337.70
Dispatcher	\$19.29	\$40,132.35	\$22.25	\$46,280.00	\$6,147.65
Dispatcher	\$19.29	\$40,132.35	\$22.25	\$46,280.00	\$6,147.65
Training Coordinator	\$29.84	\$62,057.42	\$29.00	\$60,320.00	-\$1,737.42
Dispatcher	\$27.02	\$56,194.53	\$22.25	\$46,280.00	-\$9,914.53
Supervisor	\$23.99	\$49,903.36	\$28.50	\$59,280.00	\$9,376.64
Supervisor	\$23.99	\$49,903.36	\$28.50	\$59,280.00	\$9,376.64
Supervisor	\$28.12	\$58,482.53	\$28.50	\$59,280.00	\$797.47
Supervisor	\$23.99	\$49,903.36	\$28.50	\$59,280.00	\$9,376.64
Director	\$34.27	\$71,278.06	\$35.65	\$74,152.00	\$2,873.94
TAC	\$20.47	\$42,586.54	\$23.75	\$49,400.00	\$6,813.46
Admin	\$16.80	\$34,936.72	\$18.50	\$38,480.00	\$3,543.28
Admin	\$16.80	\$34,936.72	\$18.50	\$38,480.00	\$3,543.28
Dispatcher	\$19.29	\$40,132.35	\$22.25	\$46,280.00	\$6,147.65
TOTAL		\$671,521.95		\$729,352.00	\$57,830.05

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

8.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the burial of power lines at the Air Center to enhance safety. (Gass/Vigil)

BACKGROUND:

Initiated by: Paul Vigil

The airport has identified the existing overhead power lines at the Air Center as a safety concern. This is a concern for airport operations and to mitigate risk and ensure a safer environment for all airport users.

FINANCIAL CONSIDERATION

Funding for this project totals \$563,008.16, which includes \$240,721.45 from Grant No. G22-G2773, \$235,286.71 cash (from the sale of the Rubb Hangar), and \$87,000 from State Tourism Capital Appropriations. This amount covers the full cost of burying the power lines, including tax and boring. The City of Roswell will be responsible for trenching.

LEGAL REVIEW:

Legal review is requested to confirm compliance.

BOARD AND COMMITTEE ACTION:

Legal Committee recommended to be sent to Finance without recommendation, at its meeting April 23, 2026. The Finance Committee recommended approval 5-0, at its meeting May 7, 2026

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Excel Estimate

Good morning Paul,

The following prices listed below are estimates without taxes and do not include any trenching. As discussed previously the trenching will be provided by City of Roswell Water Dept. I went ahead and highlighted the area's below (purple) based on the Air Race priorities.

Section 1 (High importance) - \$270k

Section 2B-(High importance)- Required boring under the road-\$44K with our boring company. Section 3-\$47K

Section 4- \$77K

Section 5- \$82K

On Airport Total Est - \$520K with our boring. (not including taxes or trenching)

Grand Total \$563,008.16 (including taxes and boring) NO trenching.

DUSTIN BATES

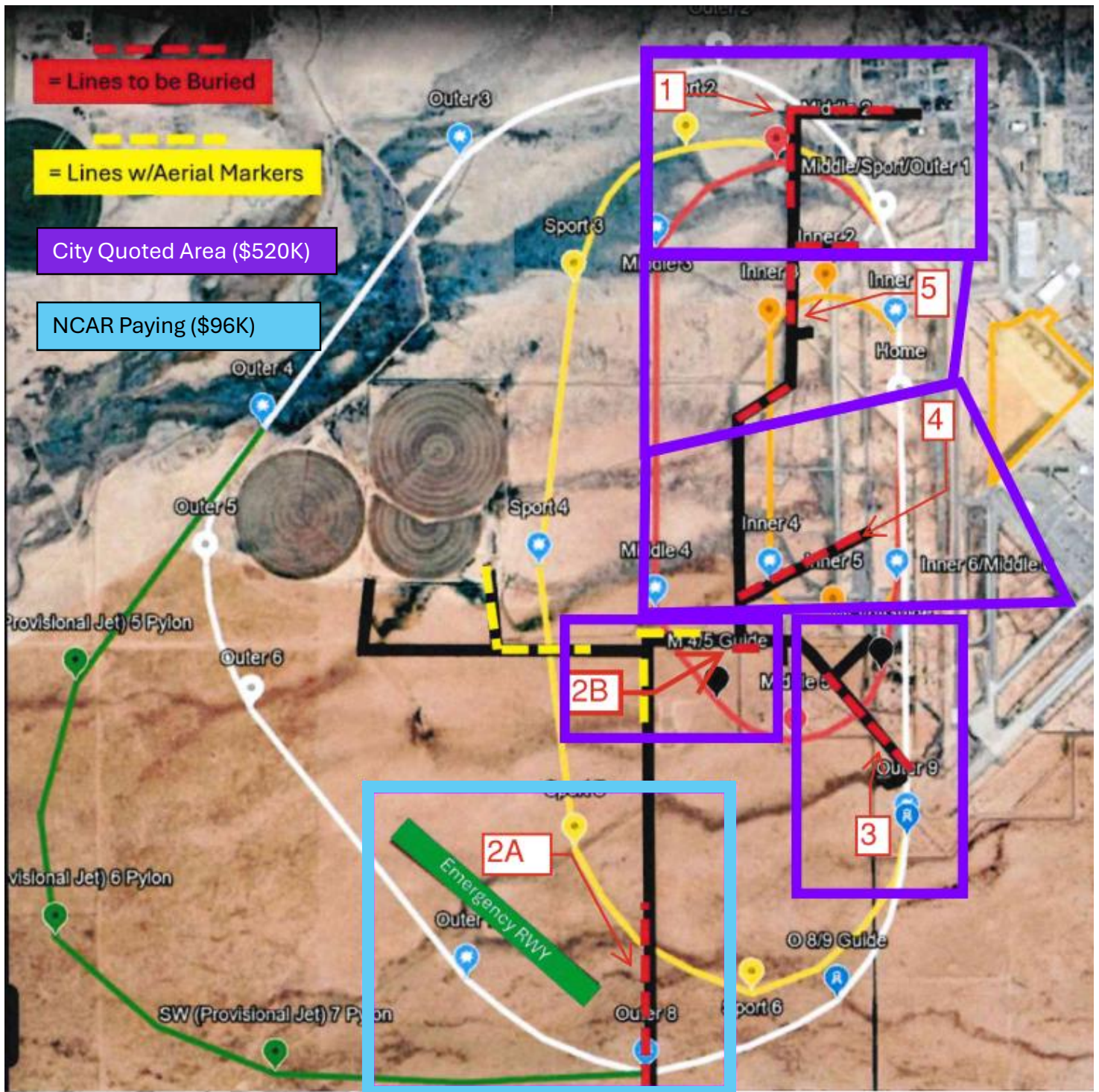
Xcel Energy

Distribution Designer, Engineering

910 E Bland St, Roswell, NM. 88201

P: 575-625-5432. C: 575-640-0478

E: dustin.bates@xcelenergy.com



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

9.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$3,724.00 to relocate all recording equipment. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

The relocation of recording equipment is necessary due to the department's move to the new location. The existing equipment must be safely removed, transported, and reinstalled to ensure continuity of operations and minimize disruption to services.

FINANCIAL CONSIDERATION

Financial Impact: (Revenue & Expense): **Budget Adjustment Needed**

Expense: 11014656-614004 M&R Equipment

The total cost for relocation, including uninstallation, transport, and installation, is \$3,724.00. The Department of Finance should be able to reimburse these expenses, pending confirmation and standard reimbursement procedures.

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee reviewed this item, and it passed 4–0. The Finance Committee recommended approval 5-0 at its meeting on May 7. 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Goserco Quote

We have prepared a quote for you

Pecos Valley Regional Comm - Single On-Site Visit to Relocate Logger

Quote #CN013440 v1

Prepared for
PECOS VALLEY REGIONAL COMMUNICATION CENTER

Prepared by
Chris Nadeau

Thursday, December 11, 2025

PECOS VALLEY REGIONAL COMMUNICATION CENTER

Alison Herring

#1 Saint Mary's Place

Roswell, NM 88201

A.Herring@roswell-nm.gov

Dear Alison ,

This is a "Not to Exceed" quote for a one-time project to provide on-site services to assist the Pecos Valley Comm Center team in regards to the relocating the existing logging recorder with the following specifications:

- Customer does have an Extended Warranty Plan (EWP) with Goserco. However this service falls outside the coverage provided under that EWP, but having the EWP provides a discounted rate for the services and travel time.
- Customer will only be billed for actual technician time spent on-site.
- All work to be performed during Goserco business hours (M-F 8am-5pm MST, no holidays).
- Travel time and expenses are a fixed cost based on travel from the Goserco office in Mesa, AZ to the customer location.
- No parts are anticipated to be necessary. Following inspection or during resolution of the situation, if parts are determined to be necessary to resolve the issue an additional quote will be provided.
- Only a single visit is anticipated to be necessary. Following inspection or during resolution of the situation, if additional technician time beyond what is included or multiple site visits are determined to be necessary to resolve the issue an additional quote will be provided.

If you have any questions or I can be of any assistance, please don't hesitate to let me know.

Thank you,



Chris Nadeau

Maintenance Contracts Administrator

Goserco HQ

ON-SITE PROJECT - SINGLE VISIT

Assist the Pecos Valley Regional Comm Center with Logging Recorder Relocation

Related Equipment:

- Eventide 740 DX s/n:745100323
- Synology RS819 NAS s/n: 2050R3R77YNPK

Products		Price	Qty	Ext. Price
CG-SVC-BH On-site	Business hours on-site support (Current EWP Customer)	\$180.00	8	\$1,440.00
CG-SVC-Travel Time	Travel time (single round trip from Goserco office) (Current EWP Customer)	\$60.00	14	\$840.00
CG-SVC-Travel Expenses	Estimated travel expenses (Round trip flight, hotel, rental car, per diem)	\$1,444.00	1	\$1,444.00
		Subtotal:		\$3,724.00

Phone:

Email: cnadeau@goserco.comWeb: www.goserco.com

Pecos Valley Regional Comm - Single On-Site Visit to Relocate Logger

Quote Information:

Quote #: CN013440

Version: 1

Delivery Date: 12/11/2025

Expiration Date: 03/31/2026

Prepared for:PECOS VALLEY REGIONAL COMMUNICATION
CENTER

#1 Saint Mary's Place

Roswell, NM 88201

Alison Herring

A.Herring@roswell-nm.gov

575-624-7590

Prepared by:

Goserco HQ

Chris Nadeau

480-964-8911 x5106

Fax 480-964-8912

cnadeau@goserco.com

Quote Summary		Amount
	Products	\$3,724.00
	Total	\$3,724.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature_____
Date

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

10.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the scope of work for RFP-26-XXX Goddard collection flood recovery assessment, stabilization, and conservation services. (Gass/Brooks)

BACKGROUND:

Initiated by: Caroline Brooks

The City of Roswell, New Mexico, is seeking qualified conservation professionals or firms to undertake the assessment, stabilization, and conservation of approximately 1,200 three-dimensional artifacts associated with the work and legacy of rocket pioneer Dr. Robert H. Goddard. These artifacts have been impacted by a recent flood event, resulting in varying levels of water exposure, contamination, and material degradation. The collection primarily includes early rocket components and assemblies, workshop equipment and tools, recording devices, furnishings, fabricated parts, and personal effects. In addition to these objects, the project includes evaluation and conservation for a large-scale outdoor rocket tower structure approximately 80 feet in height.

FINANCIAL CONSIDERATION

There are no financial considerations at this time.

LEGAL REVIEW:

There is no legal review at this time.

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval 5-0 at its meeting on May 7, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Goddard Conservation RFP Scope of Work Draft

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: [Click or tap here to enter text.](#)

Goddard Collection Flood Recovery
Assessment, Stabilization, and Conservation Services

RFP Issue Date:

PROPOSAL DUE:

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell, New Mexico, is seeking qualified conservation professionals or firms to undertake the assessment, stabilization, and conservation of approximately 1,200 three-dimensional artifacts associated with the work and legacy of rocket pioneer Dr. Robert H. Goddard. These artifacts have been impacted by a recent flood event, resulting in varying levels of water exposure, contamination, and material degradation. The collection primarily includes early rocket components and assemblies, workshop equipment and tools, recording devices, furnishings, fabricated parts, and personal effects. In addition to these objects, the project includes evaluation and conservation for a large-scale outdoor rocket tower structure approximately 80 feet in height.

BACKGROUND

The Roswell Museum has long served as a primary steward of artifacts associated with the pioneering work of Dr. Robert H. Goddard, with a dedicated exhibition established in 1959 that positioned Roswell as a key site in the history of early rocketry. Over time, the collection has grown into a nationally recognized resource that reflects the technical innovation and experimental nature of Goddard's work in southeastern New Mexico and his contributions to the origins of space exploration.

In 2024, a major flood event affected the Museum facility, prompting a comprehensive recovery effort and a broader reexamination of long-term collections care, resilience, and future exhibition planning. This conservation project is a critical component of that effort, supporting the Museum's goal to preserve and reinterpret the Goddard collection for current and future generations, while strengthening institutional preparedness.

SCOPE OF WORK

The selected vendor shall provide comprehensive assessment, stabilization, conservation treatment, and documentation services for a collection of artifacts associated with the work and legacy of Dr. Robert H. Goddard. The vendor will be responsible for addressing flood-related impacts, implementing appropriate conservation methodologies, and preparing the collection for long-term preservation, storage, and potential exhibition. Services shall include work on a diverse range of mixed-material objects, as well as evaluation and conservation for a large-scale outdoor rocket tower structure, and shall be carried out in accordance with established professional standards and best practices.

DRAFT SCOPE OF WORK

3.1 Location of Work and Shipping

The vendor shall perform the majority of conservation work off-site at their own qualified conservation facility, which must be equipped to safely handle flood-affected, mixed-material artifacts. The vendor shall be responsible for coordinating all aspects of packing, transportation, and shipping of artifacts between the Roswell Museum storage locations and the conservation facility, using museum-standard methods and materials to ensure object safety and security, as well as return of the artifacts at the close of the project.

The vendor shall develop and implement detailed handling and transport protocols, including condition checks prior to departure and upon return. Shipping arrangements shall include appropriate environmental controls, security measures, and insurance coverage as required.

Conservation of the approximately 80-foot-tall rocket tower shall be performed on-site at the museum's grounds or other City-approved site. The vendor shall coordinate logistics for any equipment, materials, or specialized personnel required to complete the work safely and effectively and provide recommendations for the subsequent storage, transport, and reinstallation.

3.2 Assessment and Condition Survey

The vendor shall conduct a comprehensive, item-level condition assessment of the Goddard collection, documenting both general condition and specific damage resulting from flood exposure. This work shall include identification of material types, evaluation of structural stability, and detailed recording of deterioration such as corrosion, warping, mold activity, residue accumulation, and surface loss. The vendor shall produce written and photographic documentation sufficient to support treatment decisions and long-term collections management. Artifacts shall be categorized according to urgency of treatment and material and/or item type, and a prioritized conservation plan shall be developed.

3.3 Flood Recovery and Stabilization

As needed, the vendor shall implement appropriate stabilization measures to address flood-related impacts. This shall include mitigation of mold and microbial growth and removal of contaminants such as sediment or residues. All stabilization work shall be undertaken in accordance with recognized conservation standards and shall prioritize the preservation of original materials.

3.4 Conservation Treatment

Upon review and approval of treatment proposals by museum staff, the vendor shall perform conservation treatments necessary to stabilize and preserve the artifacts, following the professional standards of the American Institute for Conservation. Treatments shall be tailored to the specific materials and condition of each object and

DRAFT SCOPE OF WORK

may include corrosion stabilization for metal components, consolidation of weakened materials such as wood and painted surfaces, and structural repair of damaged assemblies, furnishings and equipment. Cleaning methods shall be carefully selected to remove contaminants while preserving historically significant surface characteristics. All repairs shall be carried out using reversible or retreatable methods whenever possible.

3.5 Large-Scale Rocket Tower

The vendor shall assess, stabilize, and carry out conservation treatment for the approximately 80-foot-tall outdoor rocket tower structure. Work shall include evaluation of structural integrity, corrosion, and any flood-related impacts, particularly at the base, as well as age-related issues overall. Upon approval, the vendor shall implement appropriate conservation measures, including corrosion mitigation, surface treatment, and stabilization of structural elements as needed.

The vendor shall be responsible for the safe deinstallation for treatment and storage at a City-operated location, including coordination with structural engineers or other specialists as required, and provide recommendations for the storage, potential transport and reinstallation at a future location to be determined. Recommendations shall also be provided for long-term preservation, protective coatings, and ongoing maintenance to ensure the structure's stability and interpretive use.

3.6 Handling and Object Support

The vendor shall develop and implement appropriate handling procedures for all artifacts, particularly those that are fragile, water-damaged, or mechanically complex. Where necessary, the vendor shall oversee careful disassembly and reassembly of objects, ensuring that all actions are fully documented. Temporary and permanent supports shall be designed and fabricated as needed to protect objects during treatment, storage, and transport.

3.7 Storage and Environmental Recommendations

The vendor shall provide recommendations for improved storage and housing of the collection, including the design of storage mounts and the use of archival materials. Environmental guidelines for temperature, relative humidity, and air quality shall be specified, with particular consideration given to the risks associated with post-flood conditions. The vendor shall also recommend strategies to improve the Museum's resilience to future events, including approaches to elevate and protect collections from water exposure. For select objects, recommendations for exhibit casework, related environmental controls, and display conditions shall be provided to ensure the long-term preservation of objects on display.

3.8 Documentation and Reporting

The vendor shall produce complete and organized documentation of all assessment and

DRAFT SCOPE OF WORK

conservation activities. This shall include condition reports, treatment records, and high-quality photographic documentation before and after treatment. All documentation shall be delivered in a digital format compatible with the Museum's collections management systems. At the conclusion of the project, the vendor shall provide a comprehensive final report summarizing methodologies, treatments performed, and recommendations for ongoing care and monitoring.

3.10 Training and Knowledge Transfer

The vendor shall provide training to Museum staff on proper handling, preventive conservation practices, and emergency response procedures for flood-affected collections. The vendor shall also deliver a collections care and disaster preparedness guide tailored to the specific needs of the Goddard collection.

3.11 Additional Details

Project Phasing and Timeline

The vendor shall propose a phased approach that addresses both immediate recovery and long-term conservation. Work will begin with assessment and stabilization, followed by a detailed condition survey and a prioritized conservation treatment phase extending over approximately three (3) years.

Beginning in 2027, the Museum anticipates exhibition and interpretive planning, during which the vendor may be asked to provide input on object condition and display requirements. Select artifacts may need to be accessed during this phase for evaluation and coordination.

Reinstallation of select conserved artifacts, including the rocket tower, is anticipated to begin around late 2029.

Qualifications and Standards

The vendor shall demonstrate experience in the conservation of industrial, scientific, or mixed-material artifacts, as well as experience working with flood-affected collections. All work shall be carried out in accordance with the ethical guidelines and professional standards established by the American Institute for Conservation.

Coordination and Communication

The vendor shall work in close coordination with Roswell Museum staff and project leadership throughout the duration of the project. Regular progress updates and coordination meetings shall be required to ensure alignment with broader recovery and planning efforts.

Success Criteria

Successful completion of this project will result in the stabilization of all flood-affected

DRAFT SCOPE OF WORK

artifacts and the elimination of active deterioration such as mold, corrosion, or structural instability. Artifacts will be appropriately repaired and conserved using professional standards, preserving both their integrity and historically significant features. All objects will be prepared for safe storage and/or exhibition, and the rocket tower will be conserved and readied for reinstallation. The project will also establish clear documentation and a sustainable framework for long-term collections care.

PROPOSAL REQUIREMENTS

4.1. Firm Qualifications

Provide a brief overview of the firm, including:

- History and background of the organization
- Areas of conservation specialization
- Experience with large-scale object conservation projects, particularly scientific, industrial, aerospace, and historic artifact collections
- Experience with flood-damaged collections recovery
- Experience with outdoor structural artifact conservation, particularly large-scale metal structures such as towers, launch equipment, or industrial frameworks
- Capacity to perform the majority of conservation work off-site at the consultant's facility while coordinating with institutional staff

4.2. Key Personnel

Identify the names, titles and roles of key personnel that would be assigned to the project, including relevant qualifications, certifications and professional affiliations. Also, identify subcontractors or specialty consultants that would be involved.

4.3. Relevant Project Experience and References

Provide at least 3 comparable projects including:

- Client name and institution
- Project description, scope and timeline
- Client references with contact information

4.4. Proposed Approach and Methodology

Describe your proposed project approach to:

- Initial condition assessment and documentation
- Prioritization strategy for approximately 1,200 flood-damaged artifacts
- Conservation treatment methods for workshop equipment, tools, rocket assemblies, personal effects, and associated materials
- Conservation strategy for the 80-foot outdoor rocket tower, including on-site stabilization and treatment to prepare for future reinstallation
- Environmental considerations, corrosion mitigation, and long-term preservation recommendations

DRAFT SCOPE OF WORK

- Handling of objects that may need temporary access during exhibition planning phases
- Final reporting and documentation standards

4.5. Location, Transportation, and Logistics Plan

Provide details regarding:

- Conservation facility location, storage capacity, and capabilities
- Security and environmental controls at the treatment facility and off-site storage sites, if relevant
- Proposed object transportation methods and packing procedures
- Coordination of shipping logistics between the museum and consultant facility
- On-site work procedures for the rocket tower and any oversized artifacts

4.6. Project Schedule

Provide a proposed timeline for:

- Assessment and intake
- Conservation treatment phases over the anticipated three-year project period
- Coordination with exhibition interpretive planning beginning in 2027
- Preparation for reinstallation activities beginning around 2029
- Major milestones and deliverables

4.7. Cost Proposal

Provide a detailed fee schedule/cost structure, including:

- Hourly rates by staff role
- Travel and mobilization costs
- Transportation and shipping costs
- Materials and specialized equipment costs
- Subcontractor or specialty consultant costs
- Any applicable markup rates

4.8. Success Criteria and Deliverables

Describe how the project will ensure:

- Professional conservation and physical repair of artifacts
- Stabilization for long-term preservation and future exhibition use
- Readiness of select objects for interpretive planning and exhibition development
- Preparation of the outdoor rocket tower for safe, future reinstallation
- Complete documentation and final reporting for institutional records

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

11.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approved of a task order in the amount of \$88,987.77 to Molzen Corbin at ROW for drainage improvements. (Gass/Rogers)

BACKGROUND:

Initiated by: Mac Rogers

This request is for the purchase of engineering services in the amount of \$88,987.77 to Molzen Corbin for National Championship Air Races (NCAR) Drainage Improvements. The services will be procured through City of Roswell Air Center On-Call Engineering RFP 24-012. The drainage improvements are needed to mitigate or flatten existing swales that are in pit area. These improvements will allow for more aircraft at the upcoming races. The project is planned to be funded with the remainder of Grant ROW 25-03.

FINANCIAL CONSIDERATION

Financial Impact (Expenses): **Budgeted**

GL: 51004332-654801 Air Center Operations - Contract Professional Services

Current/Original Budget: \$428,879.16

Remaining Budget: \$89,162.71

Request Amount: \$88,987.77

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval 5-0 at their meeting on May 7th, 2026.

STAFF RECOMMENDATION:

Staff recommends approval.

Attachments

NCAR Drainage Task Order

MOLZENCORBIN

January 27th, 2026

Ms. Bobbi Thompson
Roswell Air Center Director
1 Jerry Smith Circle
Roswell, NM 88203

**RE: Task Order for Professional Services
National Championship Air Races (NCAR) Drainage Improvements**

Dear Ms. Thompson:

Thank you for the opportunity to present this task order proposal for Professional Design Services as requested for the Roswell International Air Center NCAR Drainage Improvements. This task order proposal also includes our services for developing FAA airspace and construction phasing and safety plan submittals.

Background:

The National Air Races, a program that previously took place in Reno, Nevada has relocated to the Roswell International Air Center (RIAC). After a successful first year of the races, it was determined that drainage improvements are needed within the Air Race site, specifically improvements that mitigate drainage issues occurring within or around the aircraft pit area and in the “middle swale” area.

Our understanding of your current needs includes the following:

Scope of Work:

- Pre-Design/Study/Programming – Initial project coordination items such as:
 - Kick off meeting and Initial Site Visits
 - Review of As-Builts of the Existing NCAR Site
 - Development of preliminary Drainage Concepts and Alternatives
 - Development of Preliminary Cost Estimates
- Design Development – Prepare 90% Design Documents to be reviewed and approved by City. This development will include the following:
 - Evaluation of Drainage Alternatives
 - Hydrologic and Hydraulic calculations
 - General Civil and Demolition Sheets
 - Grading Plan and Drainage Sheets
 - Plan and Profile Sheets as needed
 - Specifications and Contract Documents
 - Cost Estimates
 - FAA Coordination as needed
 - City and NCAR Coordination
- Final Design – Prepare 100% Design Documents for the City. This final design will include the following:
 - Final Hydrology and Hydraulic Calculations
 - Finalize General Civil and Demolition Sheets
 - Finalize Grading Plan and Drainage Sheets
 - Finalize Plan and Profile Sheets

Ms. Bobbi Thompson
January 27th, 2026
Page 2

- Produce Final Specifications and Contract Documents
 - Adjust CSPP as needed
 - Final Cost Estimate
- Bidding and Award Services Including:
 - Procurement Coordination
 - Bid Opening and Evaluation
 - Preparation of Final Contract Documents

Fee:

We propose to accomplish this work under the terms and conditions of the RFP-24-012 Engineering Services Agreement – Roswell Air Center. Our proposed fee for the work described is \$82,190.00 excluding gross receipts tax. Services will be billed on a Lump Sum basis with invoices submitted monthly:

Thank you for the opportunity to continue working with the Roswell Air Center. If you agree with the proposed Scope of Professional Services, please countersign this letter and return an executed copy for our records.

If you have any questions or require additional information, please contact me at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

Accepted By:

City of Roswell

Signature

Date

Printed Name

Title

CIVIL MANHOUR ESTIMATE
NCAR Drainage Improvements
City of Roswell
Mike Provine

MOLZENCORBIN

		CIVIL				ADMINISTRATION		
No.	Project Task	Senior Engineer	Professional Engineer	Senior Design Specialist	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
I. Pre-Design/Study/Programming								
1	Kickoff Meeting/Site Visits - 1	10.00	10.00		20.00		0.00	20.00
2	As-built Review	1.00	2.00	4.00	7.00		0.00	7.00
3	Preliminary Drainage Concepts & Alternatives	1.00	10.00	1.00	12.00		0.00	12.00
4	Cost Estimates	1.00	6.00		7.00		0.00	7.00
6					0.00		0.00	0.00
7	CADD Management				0.00		0.00	0.00
8	Project Management				0.00		0.00	0.00
9	Quality Assurance				0.00		0.00	0.00
Subtotal Hours Pre-Design/Study/Programming		13.00	28.00	5.00	46.00	0.00	0.00	46.00
Subtotal Fees Pre-Design/Study/Programming		\$3,055.00	\$4,620.00	\$875.00	\$8,550.00	\$0.00	\$0.00	\$8,550.00
IV. Construction Documents (90%)								
1	Evaluation of Drainage Alternatives		6.00	4.00	10.00		0.00	10.00
2	Hydrology Calculations	2.00	12.00		14.00		0.00	14.00
3	Hydraulic Calculations	2.00	20.00		22.00		0.00	22.00
4	General Sheets	1.00	2.00	10.00	13.00		0.00	13.00
5	Demolition Sheets			10.00	10.00		0.00	10.00
6	Grading Plan	1.00	2.00	20.00	23.00		0.00	23.00
7	Drainage Sheets	1.00	4.00	20.00	25.00		0.00	25.00
8	Plan and Profile	1.00	4.00	20.00	25.00		0.00	25.00
9	Specifications and Contract Documents	2.00	8.00		10.00	4.00	4.00	14.00
10	Grant Coordination				0.00		0.00	0.00
11	CSPP Prepare and Submit to FAA		2.00	8.00	10.00		0.00	10.00
12	Cost Estimates	1.00	4.00	2.00	7.00		0.00	7.00
13	Internal Coordination	2.00	2.00	2.00	6.00		0.00	6.00
14	FAA Environmental Clearance		2.00		2.00		0.00	2.00
15	Site Visits - 2	20.00	20.00	9.00	49.00		0.00	49.00
16	City and NCAR Coordination	10.00	10.00	2.00	22.00		0.00	22.00
17					0.00		0.00	0.00
18	CADD Management			1.00	1.00		0.00	1.00
19	Project Management	2.00	2.00		4.00		0.00	4.00
20	Quality Assurance	3.00			3.00		0.00	3.00
Subtotal Hours Construction Documents (90%)		48.00	100.00	108.00	256.00	4.00	4.00	260.00
Subtotal Fees Construction Documents (90%)		\$11,280.00	\$16,500.00	\$18,900.00	\$46,680.00	\$480.00	\$480.00	\$47,160.00
V. Final Design (100%)								
1	Hydrology	2.00	2.00		4.00		0.00	4.00
2	Hydraulic Calculations	2.00	6.00		8.00		0.00	8.00
3	General Sheets		1.00	2.00	3.00		0.00	3.00
4	Demolition Sheets		1.00	2.00	3.00		0.00	3.00
5	Grading Plan	1.00	4.00	10.00	15.00		0.00	15.00
6	Drainage Sheets	1.00	2.00	20.00	23.00		0.00	23.00
7	Plan and Profile		2.00	10.00	12.00		0.00	12.00
8	Specifications and Contract Documents	1.00	2.00	2.00	5.00	8.00	8.00	13.00
9	CSPP			1.00	1.00		0.00	1.00
10	Cost Estimates	1.00	1.00		2.00		0.00	2.00
11	Internal Coordination	1.00	1.00		2.00		0.00	2.00
12	City and NCAR Coordination	4.00	1.00	2.00	7.00		0.00	7.00
13	FAA Compliance Coordination	1.00	1.00		2.00		0.00	2.00
14					0.00		0.00	0.00
15	CADD Management				0.00		0.00	0.00
16	Project Management				0.00		0.00	0.00
17	Quality Assurance	4.00			4.00		0.00	4.00
Subtotal Hours Final Design (100%)		18.00	24.00	49.00	91.00	8.00	8.00	99.00
Subtotal Fees Final Design (100%)		\$4,230.00	\$3,960.00	\$8,575.00	\$16,765.00	\$960.00	\$960.00	\$17,725.00
VI. Bidding/Award								
1	Procurement Coordination	4.00	6.00		10.00		0.00	10.00
2	RFI Reviews	4.00	4.00		8.00		0.00	8.00
3	Bid Opening	1.00	2.00		3.00		0.00	3.00
4	Bid Evaluation		1.00		1.00	4.00		
5	Preparation of Contract Documents	1.00	2.00					
6					0.00		0.00	0.00
7	Project Management	1.00			1.00		0.00	1.00
8	Quality Assurance	2.00			2.00		0.00	2.00
Subtotal Hours Bidding/Award		13.00	15.00	0.00	28.00	4.00	4.00	24.00
Subtotal Fees Bidding/Award		\$3,055.00	\$2,475.00	\$0.00	\$5,530.00	\$480.00	\$480.00	\$6,010.00
VII. Construction Admin. Services								
1	Pre-Construction Conference				0.00		0.00	0.00
2	Site Visits				0.00		0.00	0.00
3	RFI Reviews				0.00		0.00	0.00
4	Submittal Reviews				0.00		0.00	0.00
5	Test Report Reviews				0.00		0.00	0.00
6					0.00		0.00	0.00
7					0.00		0.00	0.00

CIVIL MANHOUR ESTIMATE
NCAR Drainage Improvements
City of Roswell
Mike Provine

MOLZENCORBIN

		CIVIL				ADMINISTRATION		
No.	Project Task	Senior Engineer	Professional Engineer	Senior Design Specialist	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
8	Project Management				0.00		0.00	0.00
9	Quality Assurance				0.00		0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor Hours		92.00	167.00	162.00	421.00	16.00	16.00	429.00
Standard Billing Rate or Fee		\$235.00	\$165.00	\$175.00		\$120.00		
Fee Dollars		\$21,620.00	\$27,555.00	\$28,350.00	\$77,525.00	\$1,920.00	\$1,920.00	\$79,445.00

CONTRACT AMOUNT
NCAR Drainage Improvements
City of Roswell

MOLZENCORBIN

Mike Provine

COST

**CALCULATED
CONTRACT AMOUNT**

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$79,445.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (if any)				\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies			\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.700		\$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$110.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$68.00		\$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00
TOTAL BASIC FEE				\$79,445.00
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal			\$0.00	\$0.00
				\$0.00
				\$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				
SUBTOTAL ADDITIONAL SERVICES				\$0.00
REIMBURSABLES				
		Quantity		
In-House Copies	\$0.11	500.00	\$55.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	100.00	\$100.00	
In-House Color Copies (11 x 17)	\$2.00	50.00	\$100.00	
In-House Large Format Prints	\$3.00	100.00	\$300.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.700	1,260.00	\$882.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$110.00	2.00	\$220.00	
Meals - Per Diem (per person /per day)	\$68.00	16.00	\$1,088.00	
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$2,745.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$82,190.00
NMGRT				\$6,797.77
TOTAL				\$88,987.77

Use Appropriate GRT Rate From
GRT Tab.

8.2708%

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

12.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the Roswell Hispano Chamber of Commerce funding request of \$26,860 for Fiscal Year 2027. (Gass/Conyers)

BACKGROUND:

Initiated by: TJ Conyers

The requested funding will support programs and initiatives aimed at promoting local business development, cultural engagement, and economic vitality within the Roswell community.

The Roswell Hispano Chamber of Commerce provides resources and support for small businesses and entrepreneurs, including networking opportunities, business education, and community outreach. Their initiatives also include hosting cultural events, promoting tourism, and fostering partnerships that highlight the diversity and heritage of the region while contributing to local economic growth.

Approval of this funding request will enable the Roswell Hispano Chamber of Commerce to continue its efforts in supporting minority-owned and small businesses, enhancing community engagement, and contributing to the overall economic development and cultural enrichment of Roswell.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Included in the FY27 Proposed Budget

Expense: 11014261-654831 (Public Affairs - Contract-Economic Development Services)

LEGAL REVIEW:

The City Attorney has reviewed the contract renewal.

BOARD AND COMMITTEE ACTION:

This item was tabled at the April 2, 2026, Finance Committee Meeting. The Finance Committee voted 5-0 at their May 7, 2026, meeting.

STAFF RECOMMENDATION:

Approve the Roswell Hispano Chamber of Commerce funding request of \$26,860 for Fiscal Year 2027.

Attachments

RHCC FY27 Funding Request Cover
RHCC FY27 Funding Request
RHCC Program Pillars Overview
Letter to City Attorney for Addendum to Agreement
RHCC Agreement Addendum
Active Members



01.29.2026 Board of Directors Meeting

Monday, March 9, 2026

City of Roswell

Mayor and City Council

Roswell, New Mexico

Dear Mayor Jennings and Council Members,

On behalf of the Roswell Hispano Chamber of Commerce (RHCC), we thank the City of Roswell for its continued support of our work on behalf of local businesses. Your investment has allowed the chamber to **rebuild its operational foundation** and reposition the organization to deliver **practical programs that help businesses grow while strengthening Roswell's visitor economy**.

Over the past year, RHCC focused on **rebuilding key organizational systems** while launching initiatives designed to provide **measurable value to the local business community**.

A major priority was the development of the **Business Growth & Operations System (BGOS)**. BGOS is designed as a series of **practical workshops** that help local businesses improve client acquisition, operations, marketing, and procurement readiness. Although the original BGOS partnership with the Small Business Development Center encountered unexpected challenges and ultimately could not proceed as initially planned, the process allowed RHCC to **refine the concept and reposition the program into a more practical, peer-driven model** centered on real-world business experience.

Under this model, local operators share practical operational insights with fellow business owners in a structured, hands-on format. **Each BGOS session is limited to 12 businesses and provides hands-on operational training**. Each session results in **participating businesses developing a specific operational improvement plan that can be implemented immediately**.

In addition to program development, RHCC invested considerable effort in **strengthening the organization's governance and operational framework**. Over the past year, the board adopted **internal policies designed to ensure continuity, transparency, and responsible management** of the organization.

RHCC also implemented new operational infrastructure, most notably a **Customer Relationship Management (CRM) system**, providing a **structured and accountable way to manage relationships** with members, vendors, sponsors, and community partners while tracking outreach activity, membership engagement, and program participation.

We also made substantial progress in **strengthening our digital presence**. RHCC launched the **PiñataFest-Roswell website platform**, developed in partnership with the New Mexico



01.29.2026 Board of Directors Meeting

Tourism Department and funded through the **NM True brand**. The platform is designed to **attract visitors to Roswell while showcasing local vendors, culture, cuisine, and history**.

Through feedback and discussions during member meetings, many business owners emphasized **attracting more visitors to Roswell, extending their stays, and connecting tourism activity to local commerce**. The **tourism initiative now included in RHCC's program portfolio** grew directly out of these conversations and reflects a shared recognition that a **stronger visitor economy can generate additional revenue for local businesses**.

Because much of the work this year focused on **building these foundational systems and platforms**, RHCC did not expend the entirety of the funds provided by the City during the prior funding cycle. Rather than accelerating expenditures to exhaust the allocation, the chamber deliberately paced spending while **completing the structural work necessary to support long-term programming**.

At the same time, RHCC continued **engaging the local business community** through membership outreach, vendor engagement initiatives, and networking opportunities designed to strengthen connections among Roswell businesses. These conversations helped **shape the chamber's program priorities** and laid the groundwork for the **expanded program activity outlined in our FY2027 plan**.

Looking forward, RHCC's work will focus on **three primary program areas**:

- **Small business growth through practical operational workshops**
- **Business engagement and membership development**
- **Tourism initiatives designed to attract visitors and support local businesses**

These programs are described in the **Program Pillars Overview and FY2027 budget**.

Together, these efforts position the Roswell Hispano Chamber of Commerce to serve as a **practical partner in strengthening Roswell's business community and supporting sustainable economic growth for the city**.

Thank you for your continued support.

Respectfully,

John Erard
President

**Roswell Hispano Chamber of Commerce
Membership and Educational Initiatives
Funding Request FY 2026-2027**

FY 2026-2027 Estimated Expenses

EXPENSE **Small Business Support Programs**

EXPENSE	Business Growth & Operations System Initiative (9 Small-business training workshops)	\$	4,860.00	
EXPENSE	Vendor to Member Initiative (6 Sessions)	\$	2,000.00	\$ 6,860.00

Business Engagement Programs

EXPENSE	Lapsed Member Workshops (4)	\$	2,000.00	
EXPENSE	Relationship Development	\$	1,000.00	\$ 3,000.00

EXPENSE **Tourism & Visitor Economy Programs**

EXPENSE	Tourism Best Practices Workshops (4)	\$	4,000.00	\$ 4,000.00
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EXPENSE **Marketing & Communications**

EXPENSE	Contact Management	\$	500.00	
EXPENSE	Printing	\$	1,000.00	
EXPENSE	Graphic content	\$	500.00	
EXPENSE	Social Media	\$	600.00	\$ 2,600.00

EXPENSE **Other Expenses**

EXPENSE	Contingency	\$	1,000.00	
EXPENSE	Membership Coordinator Wages (\$15 / Hr.)	\$	7,800.00	
EXPENSE	Payroll Taxes	\$	600.00	
EXPENSE	Supplies	\$	1,000.00	\$ 10,400.00

Total FY 2027 RHCC Funding Request				<u>\$ 26,860.00</u>
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RHCC Program & Impact Overview

Projected Annual Community Impact

Businesses Served	Workshops	Visitors	Economic Impact
100+	23	5000+	\$125k-\$250k

FY2027 RHCC Community Program & Impact Overview

Our programs focus on helping local businesses grow, strengthening the visitor economy, and bringing visitors to Roswell.

This summary outlines the three program pillars through which RHCC supports local business and education activity in Roswell.

1. Small Business Growth

Goal: Help Roswell small businesses grow and increase revenue.

Program:

Business Growth & Operations System (BGOS)

Practical workshops helping Roswell small businesses improve operations, increase sales, and grow jobs.

Activity:

- 9 hands-on workshops annually
- Practical systems training for small businesses
- Marketing, operations, and procurement readiness

Expected Impact:

- 50+ businesses participating
- Improved operational capacity and competitiveness

2. Business Engagement

Goal: Build a strong local business network.

Programs

Lapsed Member Initiative

Quarterly outreach sessions designed to reconnect with former members and reintroduce RHCC programs that support local business growth.

Vendor-to-Member Initiative

Small-group sessions focused on helping participating vendors understand the benefits of chamber membership and encouraging long-term participation in the local business network.

Projected Activity

- ~100 businesses participating



RHCC Program & Impact Overview

- 4 lapsed-member reengagement sessions annually
- 6 vendor-to-member sessions
- Continued growth of chamber membership

Operational Structure

- Lean staffing: Part-time Membership Coordinator
- Minimal administrative overhead
- Accounting services provided on a pro bono basis

3. Visitor Economy Development

Goal: Bring visitors to Roswell and support local businesses through increased visitor activity.

Programs:

Tourism Best Practices Initiative

Peer-led sessions where experienced local operators share proven practices with fellow businesses to attract visitors, extend stays, and increase local spending. Local operators share proven visitor-engagement practices with other Roswell businesses.

Pilot Program – Lodging Partner Initiative

A pilot program incorporating approximately twelve of Roswell's primary hotels and motels to collaborate with local businesses on strategies that increase visitor stays, lodging occupancy, and spending across the community.

Projected Activity

- Peer-led sessions with Roswell business operators
- Participation from key lodging partners and local businesses

PiñataFest-Roswell Cultural Event & Visitor Platform

A signature cultural event and tourism website/platform designed to attract visitors to Roswell and showcase local businesses.

Pilot Program – Separate PiñataFest-Roswell Website

Operating under the NM True Brand and supported in part by the NM Tourism Department.

Projected Activity

- 1 major tourism event
- 100+ participating local vendors and businesses
- Showcase local culture, cuisine and history
- Estimated local Economic Activity: \$125,000 - \$250,000



Roswell Hispano Chamber of Commerce

practical support for local businesses

Mr. Christopher J. Narayan
Acting City Attorney
City of Roswell

Dear Mr. Narayan,

Attached for your consideration is a proposed addendum to our existing agreement with the City of Roswell. As you know, RHCC has conducted several structured Business Growth & Operations education sessions to date in fulfillment of our education commitment.

During those sessions, recurring feedback from participating businesses – particularly hotels, vendors, and other tourism-facing operators – highlighted the need for more targeted support in maximizing tourism-related revenue. In response, we are proposing to formally expand the educational scope under our existing agreement to include a **Tourism Trade Performance Initiative**.

To be clear, this is not “tourism education” in the traditional sense. RHCC will not be teaching tourism theory or destination marketing. Rather, we will identify and engage business operators whose enterprises are tourism-facing and who, through strong operations, are effectively securing their share of the visitor dollar.

The initiative will create a structured platform for **peer-led, execution-focused education** that helps local businesses. The following are examples of these sessions:

- Increase capture of visitor spending and improve length-of-stay conversion strategies
- Strengthen cross-promotion between lodging, dining, retail, and experiences
- Develop pricing, packaging, and upsell strategies tailored to tourism traffic
- Improve profitability from existing visitation rather than relying solely on increased traffic

The purpose of this addendum is not to alter the financial terms of the agreement, but rather to clarify and expand the educational scope in a manner responsive to business community feedback and aligned with the City’s tourism and economic development objectives.

Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue – from tourism, regional trade, and everyday commerce – is captured, retained, and reinvested within our community.

Respectfully,

A handwritten signature in black ink, appearing to read 'John Erard', is written over a light blue horizontal line.

John Erard
President

**ADDENDUM NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSWELL
AND
ROSWELL HISPANO CHAMBER OF COMMERCE**

This Addendum No. 1 ("Addendum") is entered into by and between the City of Roswell ("City") and the Roswell Hispano Chamber of Commerce ("RHCC") and amends the Professional Services Agreement dated July 1, 2024 ("Agreement").

WHEREAS, the Agreement provides for RHCC to deliver structured business education and capacity-building services in support of local economic development; and

WHEREAS, RHCC has conducted multiple structured Business Growth & Operations education sessions pursuant to the Agreement; and

WHEREAS, feedback from participating businesses — particularly hotels, vendors, lodging operators, retailers, and other tourism-facing enterprises — has identified an opportunity to expand execution-focused education designed to strengthen operational performance and improve capture and retention of visitor-driven revenue within the local economy;

NOW, THEREFORE, the parties agree as follows:

1. Expansion of Educational Scope

Section 2(A) – Education Services of the Agreement is hereby expanded to include a Tourism Trade Performance Initiative.

This initiative shall remain educational in nature and is intended to strengthen the operational execution of tourism-facing businesses within Roswell and Chaves County. The initiative is designed to complement existing tourism and economic development efforts and will not provide destination marketing or promotional services.

Programming under this initiative may include structured workshops, facilitated sessions, and peer-led education designed to support improvements in:

- Operational readiness during peak visitation periods
- Pricing discipline and margin management
- Packaging and upsell strategies aligned with visitor demand
- Collaboration and referral coordination among tourism-facing businesses

- Customer capture and retention systems
- Improved profitability derived from existing visitor traffic

The intent of this initiative is to support local tourism-facing businesses in more effectively converting existing visitation into measurable local economic impact.

2. No Change to Compensation

This Addendum does not modify the compensation, payment schedule, funding structure, or total contract amount established in the original Agreement.

3. All Other Terms Remain in Effect

Except as expressly amended herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below.

CITY OF ROSWELL

By: Hess Yotema

Name: [Signature]

Title: City manager

Date: 3-24-26

Approved as to Form:

[Signature]

Christopher J. Nairn-Mahan, City Attorney

ROSWELL HISPANO CHAMBER OF COMMERCE

By: _____

John Erard

Title: _____

Date: _____

**Roswell Hispano Chamber of Commerce
Membership and Educational Initiatives
Funding Request FY 2026-2027**

FY 2026-2027 Estimated Expenses

EXPENSE	Small Business Support Programs		
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EXPENSE	Lapsed Member Workshops (4)	\$ 2,000.00	
EXPENSE	Relationship Development	<u>\$ 1,000.00</u>	\$ 3,000.00
EXPENSE	Tourism & Visitor Economy Programs		
EXPENSE	Tourism Best Practices Workshops (4)	\$ 4,000.00	\$ 4,000.00
EXPENSE	Marketing & Communications		
EXPENSE	Contact Management	\$ 500.00	
EXPENSE	Printing	\$ 1,000.00	
EXPENSE	Graphic content	\$ 500.00	
EXPENSE	Social Media	<u>\$ 600.00</u>	\$ 2,600.00
EXPENSE	Other Expenses		
EXPENSE	Contingency	\$ 1,000.00	
EXPENSE	Membership Coordinator Wages (\$15 / Hr.)	\$ 7,800.00	
EXPENSE	Payroll Taxes	\$ 600.00	
EXPENSE	Supplies	<u>\$ 1,000.00</u>	\$ 10,400.00
Total FY 2027 RHCC Funding Request			<u>\$ 26,860.00</u>



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Goal: Build a strong local business network.

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Roswell Hispano Chamber of Commerce

practical support for local businesses

Mr. Christopher J. Narayan
Acting City Attorney
City of Roswell

Dear Mr. Narayan,

Attached for your consideration is a proposed addendum to our existing agreement with the City of Roswell. As you know, RHCC has conducted several structured Business Growth & Operations education sessions to date in fulfillment of our education commitment.

During those sessions, recurring feedback from participating businesses — particularly hotels, vendors, and other tourism-facing operators — highlighted the need for more targeted support in maximizing tourism-related revenue. In response, we are proposing to formally expand the educational scope under our existing agreement to include a **Tourism Trade Performance Initiative**.

To be clear, this is not “tourism education” in the traditional sense. RHCC will not be teaching tourism theory or destination marketing. Rather, we will identify and engage business operators whose enterprises are tourism-facing and who, through strong operations, are effectively securing their share of the visitor dollar.

The initiative will create a structured platform for **peer-led, execution-focused education** that helps local businesses. The following are examples of these sessions:

- Increase capture of visitor spending and improve length-of-stay conversion strategies
- Strengthen cross-promotion between lodging, dining, retail, and experiences
- Develop pricing, packaging, and upsell strategies tailored to tourism traffic
- Improve profitability from existing visitation rather than relying solely on increased traffic

The purpose of this addendum is not to alter the financial terms of the agreement, but rather to clarify and expand the educational scope in a manner responsive to business community feedback and aligned with the City’s tourism and economic development objectives.

Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue — from tourism, regional trade, and everyday commerce — is captured, retained, and reinvested within our community.

Respectfully,

A handwritten signature in black ink, appearing to read 'John Erard', is written over a light blue horizontal line.

John Erard
President



Roswell Hispano Chamber of Commerce

practical support for local businesses

01.29.2026 Board of Directors Meeting

Monday, March 9, 2026

City of Roswell

Mayor and City Council

Roswell, New Mexico

Dear Mayor Jennings and Council Members,

On behalf of the Roswell Hispano Chamber of Commerce (RHCC), we thank the City of Roswell for its continued support of our work on behalf of local businesses. Your investment has allowed the chamber to **rebuild its operational foundation** and reposition the organization to deliver **practical programs that help businesses grow while strengthening Roswell's visitor economy**.

Over the past year, RHCC focused on **rebuilding key organizational systems** while launching initiatives designed to provide **measurable value to the local business community**.

A major priority was the development of the **Business Growth & Operations System (BGOS)**. BGOS is designed as a series of **practical workshops** that help local businesses improve client acquisition, operations, marketing, and procurement readiness. Although the original BGOS partnership with the Small Business Development Center encountered unexpected challenges and ultimately could not proceed as initially planned, the process allowed RHCC to **refine the concept and reposition the program into a more practical, peer-driven model** centered on real-world business experience.

Under this model, local operators share practical operational insights with fellow business owners in a structured, hands-on format. **Each BGOS session is limited to 12 businesses and provides hands-on operational training**. Each session results in **participating businesses developing a specific operational improvement plan that can be implemented immediately**.

In addition to program development, RHCC invested considerable effort in **strengthening the organization's governance and operational framework**. Over the past year, the board adopted **internal policies designed to ensure continuity, transparency, and responsible management** of the organization.

RHCC also implemented new operational infrastructure, most notably a **Customer Relationship Management (CRM) system**, providing a **structured and accountable way to manage relationships** with members, vendors, sponsors, and community partners while tracking outreach activity, membership engagement, and program participation.

We also made substantial progress in **strengthening our digital presence**. RHCC launched the **PiñataFest-Roswell website platform**, developed in partnership with the New Mexico



01.29.2026 Board of Directors Meeting

Tourism Department and funded through the **NM True brand**. The platform is designed to **attract visitors to Roswell while showcasing local vendors, culture, cuisine, and history**.

Through feedback and discussions during member meetings, many business owners emphasized **attracting more visitors to Roswell, extending their stays, and connecting tourism activity to local commerce**. The **tourism initiative now included in RHCC's program portfolio** grew directly out of these conversations and reflects a shared recognition that a **stronger visitor economy can generate additional revenue for local businesses**.

Because much of the work this year focused on **building these foundational systems and platforms**, RHCC did not expend the entirety of the funds provided by the City during the prior funding cycle. Rather than accelerating expenditures to exhaust the allocation, the chamber deliberately paced spending while **completing the structural work necessary to support long-term programming**.

At the same time, RHCC continued **engaging the local business community** through membership outreach, vendor engagement initiatives, and networking opportunities designed to strengthen connections among Roswell businesses. These conversations helped **shape the chamber's program priorities** and laid the groundwork for the **expanded program activity outlined in our FY2027 plan**.

Looking forward, RHCC's work will focus on **three primary program areas**:

- **Small business growth through practical operational workshops**
- **Business engagement and membership development**
- **Tourism initiatives designed to attract visitors and support local businesses**

These programs are described in the **Program Pillars Overview and FY2027 budget**.

Together, these efforts position the Roswell Hispano Chamber of Commerce to serve as a **practical partner in strengthening Roswell's business community and supporting sustainable economic growth for the city**.

Thank you for your continued support.

Respectfully,

John Erard
President

Dear Josh,

Attached for your consideration is a proposed addendum to our existing agreement with the City of Roswell. As you know, RHCC has conducted several structured Business Growth & Operations education sessions to date in fulfillment of our education commitment.

During those sessions, recurring feedback from participating businesses — particularly hotels, vendors, and other tourism-facing operators — highlighted a need for more targeted support in maximizing tourism-related revenue. In response, we are proposing to formally expand the education scope under our existing agreement to include a Tourism Trade Performance Initiative.

To be clear, this is not “tourism education” in the traditional sense. RHCC will not be teaching tourism theory or destination marketing. Rather, we will identify and engage business operators whose enterprises are tourism-facing and who, through strong operations, execution, pricing discipline, packaging strategies, and customer capture systems, are effectively securing their share of the visitor dollar. The initiative will create a structured platform for peer-led, execution-focused education that helps other local businesses:

- Increase capture of visitor spending
- Improve length-of-stay conversion strategies
- Strengthen cross-promotion between lodging, dining, retail, and experiences
- Improve operational readiness during peak visitation events
- Develop pricing, packaging, and upsell strategies tailored to tourism traffic
- Improve profitability from existing visitation rather than relying solely on increased traffic

The purpose of this addendum is not to alter the financial terms of the agreement, but rather to clarify and expand the educational scope in a manner directly responsive to business community feedback and aligned with the City’s tourism and economic development objectives.

Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue — from tourism, regional trade, and everyday commerce — is captured, retained, and reinvested within our community, benefiting both the business ecosystem and the City’s broader economic goals.

We welcome the opportunity to discuss this addendum at your convenience. Respectfully,

John Erard
President
Roswell Hispano Chamber of Commerce

Company name	Industry	Primary Contact	Email	Phone Number	Relationship Type
ADJ Lovelink Studios	Arts / Entertainment	David Bugarin	dcbugarin@yahoo.com	(806) 690-1340	Member
Agape Home Care, LLC	Health / Wellness	Rolando Mendoza	agapehomecare@msn.com	(575) 626-6759	Member
Alisara, Inc.	Professional Services	Alex Urquidez	alexurquides@gmail.com	(575) 622-9213	Member
Almas Restaurant	Food / Beverage	Alma	lospotrillos88210@gmail.com	(575) 748-8931	Member
Ambercare	Health / Wellness	Luz Meza	lmeza@edus.com	(575) 627-7883	Member
Ancients of Days	Shopping / Retail	Donald James	info@ancientsofdays.net	(716) 472-1793	Member
Anderson Bethany Funeral Hm	Professional Services	Jeremy Hurley	liz@andersonbethany.com	(575) 622-5888	Sponsor
Antigua Cocina Mexicana	Food / Beverage	Saul Aguilar	saulaguilar@me.com	(575) 637-4120	Member
Apple Blossom Flower Shop	Shopping / Retail	Carlos Carrillo	roswellappleblossom@gmail.com	(575) 623-9636	Member
Area 52	Attractions / Tourism	Patricia Loranca		(575) 840-9491	Member
AuralTec Hearing Centers	Health / Wellness	Wesley Miller	info@miracle-ear-nm.com	(575) 622-2887	Member
Aztec Imports LLC	Shopping / Retail	Travis Spencer	aztec_imports@yahoo.com	(575) 420-8888	Member
Brents Eyeglasses	Shopping / Retail	Brent Seilheimer	brentseyewear@gmail.com	(575) 444-6177	Member
Cheros Boots	Shopping / Retail	Cisco Gonzalez	cisco@cherosboots.com	(575) 626-7564	Member
Comfort Inn Suites	Hospitality / Lodging	Bob Gutman	bobgutman@yahoo.com	(575) 910-6013	Member
Cross Roads Express	Food / Beverage	Richard McCayn	richardmccayni@gmail.com	(325) 213-0282	Member
DMV Express	Shopping / Retail	Anthony Urquidez	mvd2017@yahoo.com	(575) 622-5213	Member
El Toro Bravo Restaurant & Bakery	Food / Beverage	Marcella	eltorobravo.06@gmail.com	(575) 622-9280	Member
Energy Resources - Excel	Business Services (B2B)	Leticia Kuykendal	letty.kuykendall@xcelenergy.com	(575) 706-5998	Sponsor
Farm Bureau Financial Services	Professional Services	Larry Marshal	larry.marshall@fbfs.com	(575) 623-1020	Member
Game Day	Attractions / Tourism	Tom Kummerle	tkummerle@gmail.com	(575) 624-0889	Member
Hanna Carlton Insurance	Professional Services	Hannah Carlton	hannah@hannahcartloninsurance.com	(575) 404-9456	Member
House of Aliens	Attractions / Tourism	David Dominguez	houseofaliensllc@gmail.com	(575) 626-7459	Member
J Cano Trucking	Business Services (B2B)	Joshua Cano	joshuacano010@gmail.com	(575) 291-9019	Member
Jackson Hewitt	Professional Services	Sheyanne Ibarra	beyondtaxesllc.sheyanne@outlook.com	(575) 755-8299	Member
Khamerican Donuts	Food / Beverage	Rottmony Rath	longkimbeang@gmail.com	(505) 464-9898	Member
Kim Ly Vasquez, LLC	Professional Services	Kim Ly Vasquez	k.lyvasquez@gmail.com	(575) 317-2682	Member
Kraft Law, LLP	Professional Services	Richard L. Kraft	rkraft@kraftlawfirm.org	(575) 625-2000	Member
Luxury Rides	Professional Services	Linda Ortiz	lindalittletree169@gmail.com	(575) 291-5835	Member
Magical Mexico Boutique	Shopping / Retail	Faviola Davalos	favy.gmz@gmail.com	(253) 259-1453	Member
Marshall Financial Services	Professional Services	Larry Marshall	larry.marshall@fbfs.com	(575) 734-5415	Member
Martins Capital Cafe	Food / Beverage	Martin Torrez		(575) 624-2111	Member
May, Taylor & Company	Professional Services	Richard Taylor	richard@maytaylorco.com	(575) 622-2330	Member
Mexico Boutique	Shopping / Retail	Faviola Davalos	favi.gmz@gmail.com	(253) 259-1453	Member
Michael J. McKee Insurance Agency Inc.	Professional Services	Michael McKee	michael@mjmckee.com	(575) 622-1668	Member
Moon Man Printing	Business Services (B2B)	Josh Martinez	orders@moonmanprinting.com	(505) 974-1125	Member
N&E Enterprises		Chris Arnold	chrisarnold089@gmail.com	(575) 297-7212	Member
New Mexico Gas Company	Business Services (B2B)	Customer Service	customerservice@nmgco.com	(888) 664-2726	Sponsor
Noalmark Broadcasting	Arts / Entertainment	Aaron Ferrister	aaron@noalmark.com	(575) 397-4969	Sponsor
Otero Federal Credit Union	Professional Services	Dana Bedwell	dbedwell@oterofcu.org	(800) 367-9000	Sponsor
Paizon Entertainment	Arts / Entertainment	Andy Herrera	tshoerepair@gmail.com	(575) 840-8700	Member
Pampos Trailer	Food / Beverage	Carlos Marrujo	carlos.marrujo@roswell.enmu.edu	(575) 626-7881	Member
Parnall Law firm	Professional Services	Chris Czmyrid	chrisczmyrid@parnalllaw.com	(505) 577-6450	Sponsor
Payroll Vault Tuttle	Professional Services	Betty Tuttle	betty.tuttle@payrollvaut.com	(575) 244-7141	Member
Peppers Grill & Bar	Food / Beverage	Adam Roe		(575) 626-5453	Member
Plateau Telecommunications	Professional Services	Hannah Cox	hannah@plateautel.com	(575) 755-1000	Member
Public Energy Resources	Shopping / Retail	Merlinda Aragon	merlinda.franco@yahoo.com	(575) 914-1173	Member
Quality Care, LLC	Health / Wellness	Nicholas Marrujo	nicholas@qualitycare1.com	(575) 755-8270	Member
Raviga Technologies, LLC	Business Services (B2B)	Alfredo Garcia	agarcia@ravigatechnologies.com	(575) 221-9297	Member
RISD		Brian Luck	bluck@risd.k.122.nm.us		Sponsor
RISD Apex Coach		Thomas Davis	(325) 213-0282	(575) 291-5584	Member
Roswell Appliance	Shopping / Retail	Travis Steel	Roswellapplianceoutlet@gmail.com	(575) 363-9236	Member
Roswell's Bakery	Food / Beverage	Beto Ledesma	beto69ledezma@yahoo.com	(951) 534-9366	Member
Simon Anaya Printing	Business Services (B2B)	Simon Anaya	simon@anayaprints.com	(575) 244-0271	Member
Sophia Vanden Bout State Farm Ins.	Professional Services	Sophia Vanden Bout	sophia@myagentsophia.com	(575) 208-0137	Member
Sparklight	Business Services (B2B)	Gary Elliott	laura.mccann@sparklight.biz	(575) 623-2391	Sponsor
Sunvalley Energy Corporation	Business Services (B2B)	Phelps Anderson	phelpsanderson@dfn.com	(575) 625-9152	Sponsor
Super Meat Mart	Food / Beverage	Javier Ledezma	javierledezma21@rocketmail.com	(575) 910-0756	Member
The Hot Beverage	Food / Beverage	Luke Sanchez	luke@roswellmag.com	(305) 707-7927	Member
The Miscellaneous Office	Business Services (B2B)	Pliar Aldavaz	office@themisoffice.com	(575) 910-9322	Member
Tiny Trends	Shopping / Retail	Victoria Jobe	tinytrendsclothingco@gmail.com	(575) 291-5575	Member
Tom's Towing	Professional Services	Armida Lujan	tomstowingserv@yahoo.com	(575) 623-7265	Member
WaFd Bank	Business Services (B2B)	Melissa Nayeres	melissa.nayeres@wafd.com	(575) 622-6201	Member
Wells Fargo	Business Services (B2B)	Suzy Santana	sam.miraglia@wellsfargo.com	(575) 291-2369	Sponsor

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

13.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$83,758.08 to authorize the purchase of a vertical carousel file storage system. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

The Consolidated Dispatch Center is relocating to a new facility and requires adequate, secure storage for warrant files. Current storage is insufficient to meet operational needs. Dispatch currently utilizes three outdated cabinets, all of which are overfilled, while the volume of warrants and records continues to grow.

These cabinets pose a significant safety risk due to their size and weight, including a recent near-miss incident involving personnel. In addition to safety concerns, the existing storage does not provide the capacity or organization necessary to support efficient and secure records management.

Reliable warrant storage is critical to daily public safety operations and proper records management. (Herring)

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): **Budget Adjustment Needed**

Expense: 11014656-817505 (Capital Outlay - Equipment)

The total cost of the warrant file cabinet system is \$83,758.08. Through the existing partnership for the Consolidated Dispatch Center, Chaves County Administration has agreed to fund 50% of the cost. The City of Roswell's portion will be \$41,879.04. The County has requested that the purchase move forward as soon as possible and will reimburse their portion accordingly.

LEGAL REVIEW:

No legal review requested at this time

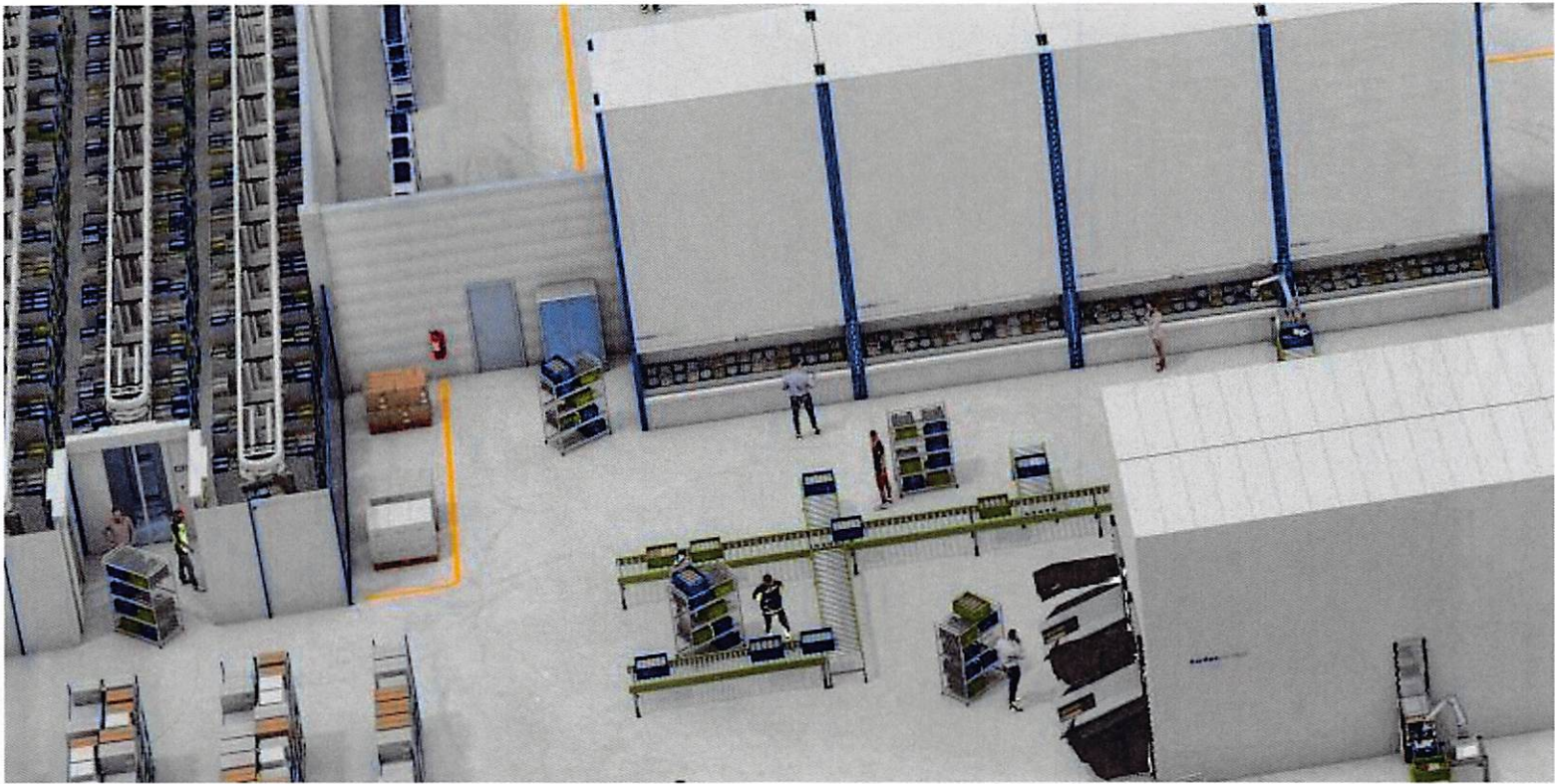
BOARD AND COMMITTEE ACTION:

This will be the first committee to review this item. The Finance Committee recommended approval 5-0 at its meeting on May 7, 2026

STAFF RECOMMENDATION:

Proceed as presented.

Attachments



Lektriever Vertical Carousel Proposal for: Pecos Valley Emergency Management

Lektriever Project- Sourcewell

Date Prepared: 1/21/26

Created by:

Carlyle Ordner
Southwest Solutions Group Inc.
cordner@southwestsolutions.com
281-768-9026

Prepared for:

Alison Herring
Pecos Valley Emergency Management

Pecos Valley Emergency Management
Attn: AlisonHerring
Roswell, NM

Subject: Lektriever Project- Sourcewell

Thank you for your interest in our products and services. We are pleased to present you with the following proposal for your storage needs.

As discussed we have prepared the following quotation for you:

Lektriever Vertical Carousel, Model 125-1611X

Qty. 1 EA

Overall Unit Size: 128.7" W x 47.32" D x 107.29" H

16 carriers total, Carrier dimension: 114.5" W x 15.19" D x 10.23" H Clear, 308 lbs. per carrier. 9 file trays per carrier.

Total of 2,074 LFI Provided

This quotation is valid for three months from the date above.

We hope that our quotation meets your expectations. Furthermore, we would like to take this opportunity to assure you that all work will be carried out to a high, professional standard.

If you have any questions, please do not hesitate to contact our team at any time.

Regards,

CarlyleOrdner
Southwest Solutions Group Inc.

Table Of Contents

Product Overview

Lektriever Vertical Carousel

Software

Scope & Supply

Pricing

Warranty Program

Terms & Conditions

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Product Overview

Lektriever Vertical Carousel

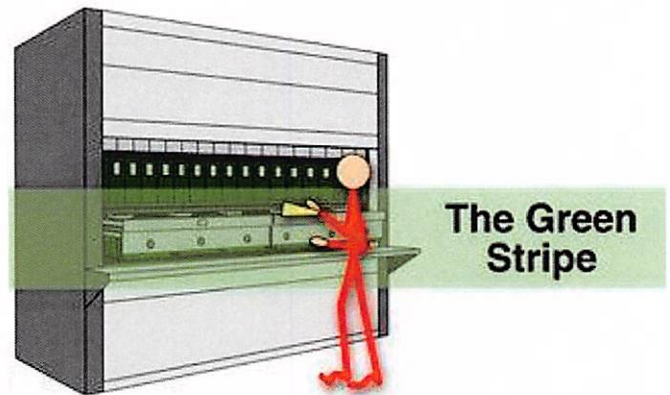
The Principle

Paper records, files, stationery, CD/DVD, credit cards, library, and X-ray; light industrial applications, sample vials, artifacts, valuables collectors' items, guns, sports equipment, check books, certificates and licenses... we understand that companies have to contend with an ever-widening range of media. That's why we've developed solutions to suit any of these applications, which will save space, improve security and productivity, comply with the latest legislation, deliver a greener office environment and save you money.

The Lektriever Vertical Carousel is designed with shelves or drawers that rotate up or down via the shortest path, automatically delivering stored items to an operator at an ergonomically positioned pick window. Each unit is compatible with an entire suite of software and controls or can be used as a standalone solution.

The Lektriever Vertical Carousel Unit provides:

- Reduced Labor Costs
- Increased Retrieval Speeds
- Increased Space Utilization
- Increased Control
- Increased Ergonomics



Electric Lateral File System



Lektriever Standard Features:

Optional Automatic Security Door

Accessibility & Security

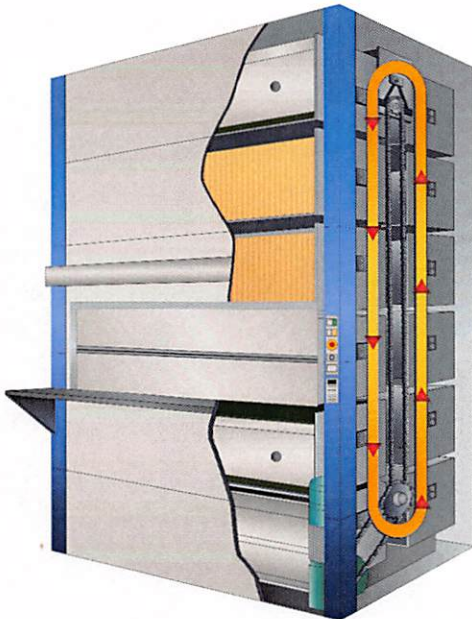
- Advanced Security Doors – a range of security options
- Disabled Persons Access – adjustable work counter
- Fire Protection – integration with locally approved solutions
- Software & Control – enhanced track and trace of records and valuable items

Advanced Security

With the Automatic Security Doors, department managers can give restricted access rights to certain employees. This helps ensure that specific users can retrieve the files, documents and items to which they have been given prior approval by their managers and supervisors. Sensitive files and valuable items are therefore stored within a secure and enclosed environment.

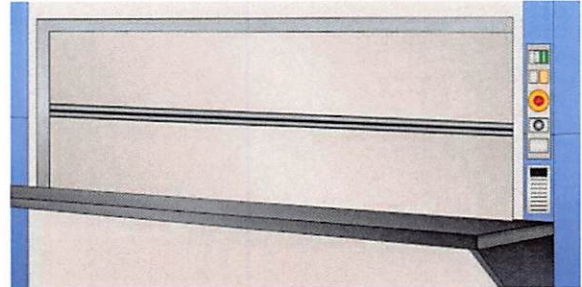
Key Features

- Each user (up to 25) has a unique 4 digit PIN code
- The PIN identifies the approved shelves assigned to the user
- Administrator rights exist to change shelf usage and PIN codes
- Lektriever ELF only rotates when doors are closed and secure, preventing random access from other users
- Only the shelf requested appears in the access opening

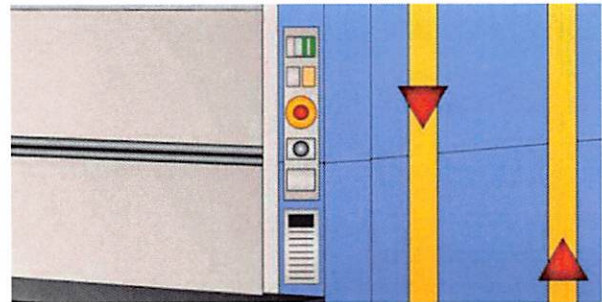


Easy to Use Automatic Security Door:

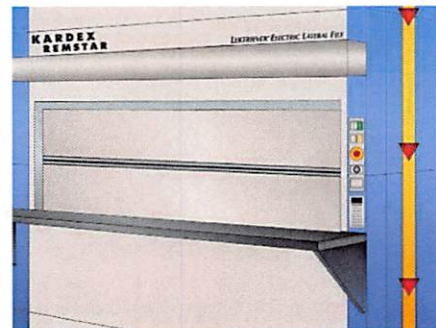
1. The units doors are closed.



2. An operator selects the shelf level they wish to access.



3. The Lektriever ELF rotates with the doors closed.



4. When the required shelf level is ready to be accessed, the door opens.

5. The operator picks the needed item.

6. The doors automatically close, ready for the next pick.

Lektriever Standard Features:

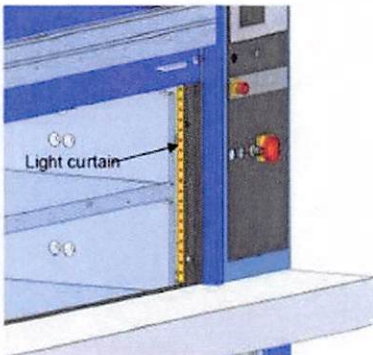
Emergency Hand Crank

A method of manually rotating the carriers (without power if necessary) is available by use of a hand crank. If during hand crank operation power is returned to the unit, it shall remain non-operational by means of a micro switch interrupt caused by the hand crank attachment.

Standard Safety Features

All units include a safety systems witch continually monitors the proper operation of the unit. Maximum safety stopping distance is $\pm 0.59"$. The Lektriever ELF Includes:

- Two Emergency Stop Button's
- Mechanical Safety Bars (an integral part of the door assembly)
- Infra-red Photocells (2 sets)
- Safety Switches for Lower Front Access Panel, Hand Crank, Opening & Overheating Motor
- Micro Switch Interrupts To:
 1. Prevent unit operation if the door is not completely open
 2. Prevent unit operation if maintenance access panel is not secure
 3. Prevent unit operation if hand crank is in place
- Emergency Service Switch: The emergency service switch is used to operate the unit if there is a failure on the electronic control/keyboard, until the failure is corrected.



Safety Light Curtain

Both left hand and right hand sides of the access opening area feature a safety light curtain that brings the drive to a standstill immediately if anything or anyone should break the light curtain. The light curtain also prevents the stored goods from being damaged if they happen to protrude out of the storage space.

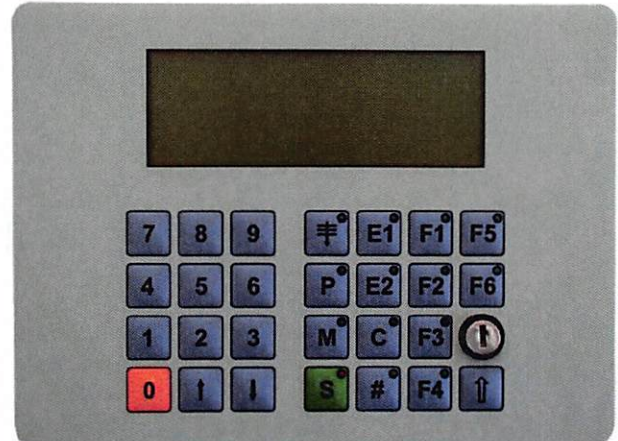
Software

Unit Control Software

T3 Keyboard in Work Counter

The T3 Control offers:

- Carrier selection, maximum input: 3 digits
- Position selection, maximum input: 2 digits
- Depth position selection, max. input: 1 digit
- Quantity display, maximum input: 6 digits
- Manual buffer, maximum input: 40 data lines
- Review and correction of the manually stored information
- Optimization (or sort) of the manually stored information
- Direct definition of carrier number
- Programmable carrier offset
- Programmable unit number 01-99
- Two separated data transfer buffers
 - o Buffer capacity 120+40 data lines per buffer
- Recall of quantity corrections via host
- EDP host call-up (remote in/output)
- System error indication
- Firmware revision indication
- Messages in plain text (obtainable in different languages)
- LCD- display, 4x20 digits
- 8mm character height
- Integrated Alpha-display with 20/40 digits
- Key switch function
- Standard operation
- Keyboard locked (except EDP-functions)
- Additional function keys for future applications
- Controls can be located in an optional swing arm if required



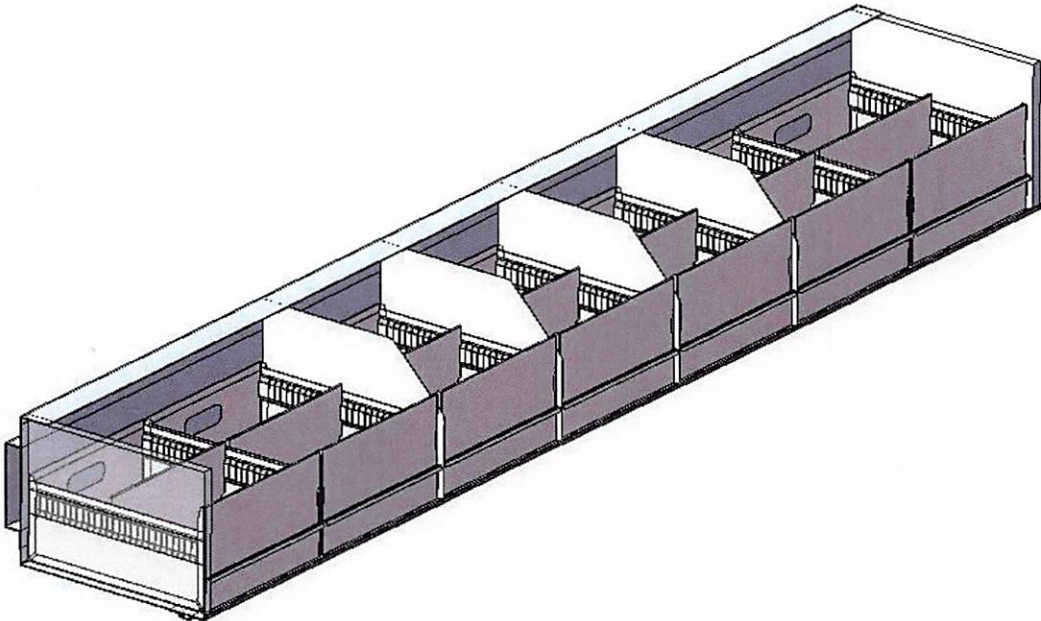
Fixed Seated Work Counter

Work Counter supplied at a fixed location of 29.5" from floor with a light gray laminate top. Optional stainless steel top available.



Carriers For Trays (Letter or Legal)

Designed specifically for storage of letter or legal trays for the model 125. Carriers are made with a 60 degree front lip to aid in tray removal. Trays are priced separately.



Letter Sized Tray Carrier		
X-Wide Width	Holds 9 Letter Trays Per Carrier	130 LFI

Scope & Supply Pricing

Quote/Proposal ID #: EL-011626-02

Name	Price	Sourcewell Discount	QTY	Subtotal
Lektriever Vertical Carousel Model: 125-1611X Unit Model - Overall unit size 128.7" W x 47.32" D (+11.82"D for work counter) x 107.29" H - Includes (16) Carriers 114.53" W x 15.19" D x 10.23" H, 308 lb. capacity per carrier/ 9 Trays per Carrier - T3 LCD Controller Located in Work Counter - Automatic Security Door with PIN Code Access - Access Opening Light - Manual Hand-Crank for emergency access during power outage - Fixed Seated Work Counter with Light Gray Top set at 29.5" 110V Single Phase Power 2,074 LFI Provided Per Unit - Includes 2 year parts and labor warranty	\$92,224.00	-\$36,197.92	1	\$56,026.08
Mechanical Equipment Installation-OPEN MARKET - Includes Two (2) Year Semi-Annual PM Contract, Visits at 6 month intervals - Does not include any electrical connections unless noted	\$16,099.00	\$0.00	1	\$16,099.00
				\$72,125.08

Subtotal	\$72,125.08
Open Market- Freight	\$7,000.00
Tariff Surcharge	\$4,633.00
Total	\$83,758.08

Exceptions/Limitations/Disclaimers/Clarifications

- Mechanical and electrical installation to be non-union unless otherwise specified.
- Delay of work due to site obstructions, lack of electrical power, etc. could result in additional charges.
- Modification requests after order placement will result in additional charges

Delivery Schedule

All equipment will be scheduled to deliver 15-18 weeks after receipt of purchase order.

Freight Payment Terms - Order Terms Shown Selected Below:

If no freight terms are selected FCA Origin Pre-Pay & Add Actual Costs will be applicable.

☐ FCA Origin Pre-Pay & Add Actual Costs

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Pecos Valley Emergency Management assumes all risks associated with the shipment and Kardex will invoice actual freight costs in addition to PO value received.

☐ FCA Origin Pre-Pay & Add Actual Costs (Estimated Freight Quoted)

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Pecos Valley Emergency Management assumes all risks associated with the shipment and Kardex will invoice actual freight costs in addition to PO value received. Please note if freight is shown as estimated in the quote Kardex reserves the right to charge the difference on the final invoice in the event that freight was grossly miscalculated or special freight requests were made by the customer which resulted in higher shipping costs than expected.

☒ FCA Destination (Freight Included)

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Kardex is responsible for any damages until delivery is complete. Please note if freight is shown as estimated in the quote Kardex reserves the right to charge the difference on the final invoice in the event that freight was grossly miscalculated or special freight requests were made by the customer which resulted in higher shipping costs than expected.

*This is not the typical freight term, typically used for Government/Military or special use cases as approved by management.

☐ FCA Origin - Customer Arranged Freight

Customer will arrange the trucks and coordinate directly with the Kardex Logistics team & complete all necessary documentation. Kardex will load/pack the trucks at our site. The customer assumes all risks associated with the shipment. Kardex Remstar will add a \$500 Logistics Handling Fee per truckload.

Invoicing & Payment Terms

Standard terms: Net 30 day payment terms

- **30% at placement of order**
- 60% upon delivery (or no later than 30 days after notification of delivery)¹
- 10% upon substantial completion²

All above pricing is good for 60 days.

Prices and terms are not subject to verbal changes unless approved in writing by the seller.

Should the buyer cancel before completion, he will assume responsibility for all work performed prior to receipt of written cancellation.

Terms inconsistent with those stated therein which may appear on the purchaser's formal order will not be binding to the seller.

Please see our full terms and conditions in the Appendix section for more details.

TAXES

The prices given do not include any Federal, State, or local taxes based upon or measured by sales or use. Taxes in effect at the time of shipment will be billed separately and will be due and payable within thirty (30) days of shipment.

GOVERNMENT IMPOSED TARIFFS

On April 3, 2025, the US Government implemented tariffs that will increase the landed cost of Kardex Remstar products. The newly imposed tariffs will impact all products manufactured in Germany. These tariffs are collected upon entry into the United States.

However difficult, these unprecedented government-imposed tariffs constitute circumstances beyond our control and necessitate an additional fee for the tariff cost in order to maintain our quality standards and service levels. Due to these circumstances beyond our control, Kardex Remstar will be adding a tariff adjustment to any final invoices for new equipment and spare parts.

Each order will be subject to the prevailing government tariff at time of entry into the United States. We will continue to monitor developments regarding these tariffs, and should the situation change, Kardex Remstar will make the appropriate adjustments as needed. If a tariff is not charged on your goods by the US Government a tariff adjustment **WILL NOT** be made on any invoicing.

We value your continued partnership and appreciate your understanding as we navigate the evolving economic landscape.

¹Delivery Delays:

1. If Kardex has not undertaken to install the product, the full purchase price is payable 30 days after supply and invoicing.
2. If a customer cannot take delivery of equipment within two weeks of their confirmed scheduled delivery date Kardex will store the equipment at an added charge of \$900 per month/per machine (unit) and will not be prorated per month for a maximum of 3 months.
3. After 3 months maximum of storage, the full order will be required to ship to a local customer owned storage facility and be stored at the customers expense and the customer will be invoiced accordingly.

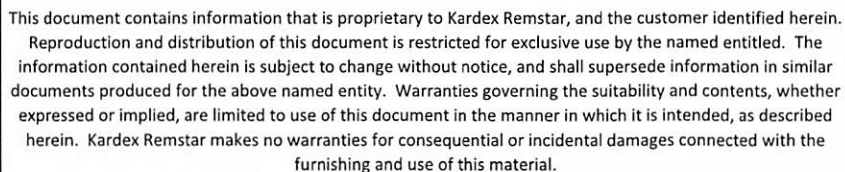
²Substantial completion is considered as the following:

1. For a single unit equipment installation, substantial completion is equipment delivered and installed and/or awaiting final power hookups by a customer or other delays by customer that are out of Kardex's control and preventing final completion.
2. For a multi unit equipment installation, substantial completion is at least 75% of the equipment installed and/or awaiting final power hookups by a customer or other delays by customer that are out of Kardex's control and preventing final completion.
3. For projects involving software installations, substantial completion is at least 75% of the software installation complete including any remote work or onsite time but still awaiting final customer training or interfacing by a customer including other delays by customer that are out of Kardex's control and preventing final completion.
4. In the event of substantial completion Kardex will give 30 days notice to the customer to remedy the delays before invoicing for the final 10% payment.

Specifications

kardexremstar								
Kardex Megamat 125 VCM								
Equipment Specifications								
Overall Unit Specifications:								
Base Unit includes lockable bi-parting door (unless automatic door has been chosen), dust cover/top, all safety circuits, safety light curtain, emergency stop left & right side, touch bars (upper and lower), motor, manual handcrank, electronics and TUV label.								
Quantity of Carousels	: 1							
Model Number	: 125-1611X							
Overall Unit Width	: 128.7 inches (3269 mm)							
Overall Unit Depth (without posting board)	: 47.32 inches (1202 mm)							
Work Counter (posting board) Depth	: 11.82 in. (300 mm)							
Overall Unit Height	: 107.29 inches (2725 mm)							
Unit Weight Empty (includes carrier weight)	: 3089 lbs.							
Unit Weight - Fully Loaded	: 8033 lbs.							
Max. Total Load (including carrier dead weight)	: 4070 kg (8,973 lb)							
Top Tolerance at Balanced Load	: +/- 15mm (.059")							
Minimum Ceiling Height: 108.08 inches (2745 mm)								
*Important Note: Unit may fit in an 9'H room with a dropped ceiling and/or dust cover not installed. With shimming and/or a hard ceiling, unit will be too tall.								
*Units can be placed side by side, or back to back. When a unit is to be installed through a ceiling or in a niche, free space of approximately 1.2" (30 mm) is required all around the unit.								
Average Floor Load (based on Unit weight-fully loaded)	: 1.32 lbs./in² (189.94 lbs./ft²)							
Supporting contact surface	: 130.5 in² /842 cm²							
Dynamic Unit Weight (Newtons)	: 48,256							
Dynamic Floor Load Bearing Capacity	: 1.78 lbs./in² (256.32 lbs./ft²)							
Maximum Imbalance Load	: 300 kg (660 lbs)							
Cycle Speed	: 7.0 inches / second							
Average Access Time (1/4 carousel revolution)	: 6.3 seconds							
Color Selection (Endframes)	: Standard-Light Gray							
Color Selection (Panels)	: Standard - Silver Fir Blue							
Noise Level	: < 60 db(A)							
Access Opening Information:								
Work Counter Type & Height	: Seated 29.5 in. (750mm)							
Work Counter Finish	: Standard Light Gray Finish							
Door Type	: Automatic Security Door With Passcode Access							
Opening Clear Height	: 29.25 in. (743mm)							
Access Lighting	: Full Width Light Above Access Opening							
Power & Controls:								
Power Supply	: 110 Volt /1-60 Hz							
Drive, Gear Motor	: AC - Gear Motor - 1.5 kva							
AMP Draw	: 16 AMP							
Average Power Consumption	: 2.0 KVA							
Control	: T3 LCD Control							
Controller Location	: Work Counter/Table							
E-Stop	: Included Left & Right Side of Access Opening							
Emergency Service Switch	: Included							
Computer Interface	: Computer Interface Module Included							
Breaker Size: 20*								
*Cannot be wired to a breaker or outlet that uses a GFI circuit.								
Standard Safety Features								
Expanded Error Indicator	Upper and Lower Mechanical Safety Bars (Doors)							
Safety Light Curtain	Safety Switches for Lower Front Access Panel and Hand Crank Opening							
E-Stop Left & Right Side	Emergency Service Switch							
Standard Features included in Base unit								
Electronics Located in the Bottom Access Panel	Top Dust Cover							
Hand Crank for Installation of Carriers and Service	Access for Service from Front							
Additional Features and Options								
Dirak Access Panel Lock Kit Included								
Carrier Specifications:								
Specifications Per Carrier								
Carousel's Carrier Configuration	Qty	Clear Height	Clear Width	Clear Depth	Max. Capacity	*Avg. Capacity	LFI Per Carrier	Total LFI Per Carrier Style
Letter Lateral Carrier w/5 fixed dividers & BRF	:							
Legal Lateral Carrier w/5 fixed dividers	:							
Letter Tray Carrier w/5 fixed dividers- Top Tab Trays	16	10.23	114.50	15.19	308 lbs.	308 lbs.	130	2074
Special Letter Hanging Tray Carrier w/5 fixed dividers	:							
Legal Tray Carrier w/5 fixed dividers- Top Tab Trays	:							
	:							
Carrier with 60 deg.Lip	:							
	:							
	:	2.87	114.05	15.15				
	:							
Letter File Drawer Carrier (4+5 Configuration)	:							
Legal File Drawer Carrier (4+3 Configuration)	:							
Letter Hanging Frame Carrier (4+4 Configuration)	:							
N/A	:							
Total Linear Filing Inches (LFI) for 1 unit(s)	2074	Multimedia Carriers/Drawers are not included in Total LFI calculation						
(Does not include carriers with additional shelves or drawers)		*Avg. capacity is based on a unit configured with one carrier type.						

kardexremstar



Notes:

New Color Concept Effective 10/1/2022

Date 1/16/2026

Customer

Model 125-1611X

*Kardex Megamat 115/120/125 VCM
Vertical Carousel*

Warranty Program

Lektriever Electric Lateral File Vertical Carousel

Warranty Statement

Kardex Remstar warrants all new Lektriever Electric Lateral Files to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its vertical carousels. Lektriever Electric Lateral Files are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

Lifetime Motor Warranty

Under the terms of the warranty, Kardex Remstar will replace free of charge any vertical carousel drive motor that fails while using standard maintenance and operating conditions for the life of the carousel providing scheduled maintenance is completed biannually. To confirm that your machine meets these requirements, contact Kardex Remstar's Warranty Administrator.

Extent of Coverage

This warranty pertains to all Kardex Remstar Lektriever Electric Lateral Files. This warranty is limited to the original purchaser of equipment and is not transferable.

Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.
6. The conveyor chains of the vertical carousel are not re-tightened within five (5) days of machine loading.

Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent or LED bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
10. Consequential damages.**

Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

* While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

** Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal

rights are in your state, consult your statutes.

Terms & Conditions

Contract#: 110923-KRS
Category: Storage
Description: Storage and Retrieval Products
Contract Date: 12/29/2023 - 12/29/2027

Please make orders out to:

Kardex Remstar, LLC
Attn: Sourcewell Order Entry
41 Eisenhower Drive
Westbrook, ME 04092
Phone: 662-582-7295
Fax: 740-236-1525

*Please reference contract #110923-KRS on all PO's.



CUSTOMER INFORMATION FOR ORDERING ACTIVITIES:

1. Minimum Order: \$50.00 Net
2. Discounts from List Price (Discounts are applied to the product list price (before freight or any applicable taxes are added):

Product Type – Automated Equipment: Lektriever, Megamat Vertical Carousel, Shuttle XP Vertical Lift	Applicable Discount - 39.25% Discount
Product Type – Inventory Software: Power Pick System Inventory Tracking Software	Applicable Discount - 10% Discount
Product Type – TC Storage Products (Non-Automated): Office Products, L & T Shelving and Drawers, Warehouse Shelving, Logic Shelving, Workbench and Shop Equipment, Technical Workstations, & Metal Lockers	Applicable Discount: Order Value \$0 - \$50,000- 36% Discount Order Value \$50,001 and up - 40% Discount
Product Type – FM Locker Products (Non-Automated): Phenolic Lockers	
Product Type – ASP Storage Products (Non-Automated): Mobile, QUIK-LOK®, Side to Side, Wood-Tek™, Times 2, & Wire Shelving	Applicable Discount: Order Value \$0 - \$50,000- 28% Discount Order Value \$50,001 - \$100,00 - 32% Discount Order Value \$100,001 and up - 34% Discount

3. Payment Terms: Net 30 days,
 - a. Prompt Payment Discount Of 1% -10 days (Discount Not Applicable On CC Orders)
4. Credit Card accepted: 2.75% handling fee per transaction will be assessed.
5. Time of Delivery:
 - a. Storage Products: 30-45 days after receipt of order unless otherwise noted
 - b. Automated Equipment: 90-120 days after receipt of order unless otherwise noted
6. Freight Not Included. Please contact for a freight quote.
 - a. Storage Products FOB: Dickson, TN, Chicago, IL, or Murrieta, CA depending on product
 - b. Automated Equipment FOB: Westbrook, ME or Columbia, SC depending on product
7. Payment Address: Kardex Remstar, LLC, TD Banknorth, N.A., P.O. Box 9540, Portland, ME 04112
8. Maintenance and Repair: Contact For Pricing.
9. Installation:
 - a. Automated equipment will require installation by a factory certified technician, please contact us for an installation quote for your area.
 - b. Most non-automated storage products within this catalog can be assembled by the end user. If professional assembly is required as denoted by product (High Density Mobile Product) please contact us for an installation quote by an authorized installer in your area.
10. Repair Parts: Contact For Pricing.
11. Service and Distribution Points: Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.
12. Participating Agents (Dealers): Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.
13. Reconfiguration and Relocations: Contact For Pricing.

Ordering instructions

**FSC Group 36
CAGE #69785
DUNS 00-255-5654
Federal ID #27-384-6558
NAICS #s 33721 & 333922**

**Automated Storage & Retrieval Systems
Lektriever ELFs; Vertical Carousels & VLMs**

All orders against Kardex Remstar, LLC Sourcewell Contract are to be made out to Kardex Remstar, LLC as shown below:

Kardex Remstar, LLC
Attn: Sourcewell Order Entry
41 Eisenhower Drive
Westbrook, ME 04092

*Please reference contract #110923-KRS on all PO's.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

14.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-22 Disposal of Certain Surplus Personal Property. Consider adoption of Resolution 26-22 to dispose of certain surplus property listed on the attachment. (Gass/Hicks)

BACKGROUND:

Initiated by: Becky Hicks

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell. Exhibit A: Items valued at less than \$2,500 and Exhibit B: Items valued at more than \$2,500. Both exhibits are together on the same attachment for convenience. These items are in a state of disrepair and/or repair estimates exceed the value of the item and/or they have exceeded their life expectancy.

FINANCIAL CONSIDERATION

If there are no bids on these items at the set minimum, the minimum may be re-evaluated and the items will be relisted until sold or the item may be scrapped or recycled in another acceptable manner.

LEGAL REVIEW:

No legal review required at this time.

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval 5-0 at its meeting on May 7, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Surplus Property List May 2026

Surplus Property List May 7, 2026

RESOLUTION 26-22

A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY

WHEREAS, the City is the owner of certain personal property, listed in Exhibits A and B to this Resolution; and

WHEREAS, NMSA 1978 § 3-54-2, authorizes the City to dispose of personal property at public or private sale; and

WHEREAS, the City has no use for the said personal property and wishes to dispose of the property, pursuant to § 3-54-2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The City has no use for the personal property listed in Exhibit A and B.
2. Each item of personal property listed in Exhibit A, has a value of \$2,500.00 or less, as shown in the Exhibit, and may be sold at a public or private sale for cash without further notice, as provided in Section 3-54-2(A).
3. The personal property listed in Exhibit B may be sold at a public or private sale, upon notice published twice in the Roswell Daily Record, not less than seven days apart, with the last publication not less than fourteen days prior to the sale, as provided for in Sections 3-54-2(B) and (C).
4. Disposal of the personal property listed in Exhibit A and B is hereby authorized, pursuant to NMSA 1978 § 3-54-2.

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of May 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

**CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2026 RESOLUTION 26-XX
MAY 7, 2026**

EXHIBIT B - VALUES MORE THAN \$2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE	AUCTION RESERVE	MINIMUM PRICE
GOLF	AUCTION	2001 DODGE RAM1500		\$ 17,552.00	3B7HC12Z71G167920	579	3666	\$ -	\$ 5,500.00	\$ 1,000.00	\$ 1,000.00
PARKS	AUCTION	2012 CHEVROLET 3500 CREW CAB		\$ 31,178.00	1GC4KZCG1CF202128	1134	13067	\$ -	\$ 9,000.00	\$ 1,000.00	\$ 1,000.00
SOLID WASTE	AUCTION	2009 STERLING L7500 VACTOR TRUCK		\$ 279,985.00	2FZAATBS09AAD8512	355	8444	\$ -	\$ 73,000.00	\$ 18,000.00	\$ 9,000.00
TRANSIT	AUCTION	2010 DODGE GRAND CARAVAN		\$ 32,578.70	2D4RN4DE9AR462606	PT8	9677	\$ -	\$ 3,575.00	\$ 1,500.00	\$ 1,500.00
STREETS	AUCTION	2000 INTERNATIONAL 4700 DUMP TRUCK		\$ 41,478.00	1HTSCABP9YH258968	1209	916	\$ -	\$ 11,075.00	\$ 3,600.00	\$ 1,500.00
STREETS	AUCTION	2018 KUBOTA L4060 TRACTOR		\$ 31,333.20	3026943705/43866	1340	25140	\$ 1,119.04	\$ 30,000.00	\$ 10,000.00	\$ 5,000.00
STREETS	AUCTION	2014 KUTOTA L5460 TRACTOR		\$ 36,630.70	3023979930/30494	551	14308	\$ -	\$ 35,000.00	\$ 10,000.00	\$ 5,000.00

* ESTIMATED FROM BEENVERIFIED

EXHIBIT A - VALUES LESS THAN \$2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE	AUCTION RESERVE	MINIMUM PRICE
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002102		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002087		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002104		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002096		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002085		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002084		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002083		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002081		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000000873		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002108		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00
TRANSIT	AUCTION	HP IPAQ POCKET PC H2210			TWC344220F		CHATEL	N/A	\$ 10.00	\$ 10.00	\$ 10.00

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

15.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: N/A

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Resolution 26-23 Weeds - The Resolution shall mandate the cleanup of approximately sixteen (16) separate properties within the City. (Cavin/Franco)

BACKGROUND:

Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from \$30 to \$500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

The City Attorney has reviewed the current resolution.

Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

No action required.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

ATT 1 Resolution 26-23 Weeds

ATT 2 Resolution 26-23 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 26-23

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 14th day of May 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

1301 E 2ND ST S 34 T 10S R 24E SW4SW4SW4 E 199' W 229' N 183' S 213' LESS & EXCEPT THAT PT DEEDED TO CITY OF ROSWELL IN 505/1686 DOC# 202301678 QCD PACIFIC PREMIER TRUST CUSTODIAN FBO DALE M ROGERS INHERITED IRA 1801 CALIFORNIA ST #800 DENVER, CO 80202	5 PEACH TREE CT BRIAR RIDGE UNIT D REPLAT Lots 1-33 Lot 30 S 26 T 10S R 24E DOC# 202004161 WD PRESTIGIOUS WORLDWIDE DEVELOPMENT INC 2604 N MAIN ST ROSWELL, NM 88201
1417 S MONROE AVE SOUTH HIGHLANDS REDIVISION Block 28B Lot 12 DELGADO, THERESA 15637 CLARKGROVE ST HACIENDA HEIGHTS, CA 91745	623 ORANGE ST PURDY-NORRIS AMEND Block 2 Lot 17 OLIVARES, ELIZABETH 3606 S COUNTY ROAD 1200 UNIT A MIDLAND, TX 79707
1007 S VIRGINIA AVE TOBOSA REPLAT Lot 3 PARRA, ERIC 3605 W BONANZA RD LAS VEGAS, NV 89107	902 NORRIS PL PURDY-NORRIS AMEND Block 2 Lot 15 PURCELLA, GLENDA J; ETAL 824 N PARK ST ANCHORAGE, AK 99508
1 BRIARWOOD PL BRIAR RIDGE UNIT D REPLAT Lots 1-33 Lot 32 S 26 T 10S R 24E DOC# 202004276 REC(M) GN CONSTRUCTION INC 21 GRANITE CIRCLE ROSWELL, NM 88201	502 E HENDRICKS ST SOUTH ROSWELL Block 17 Lot 3 HERNANDEZ-GONZALEZ, ROSA; GONZALEZ-HERNANDEZ, JAEL 109 RIVERVIEW DR RUIDOSO DOWNS, NM 88346
16 BRIARWOOD PL BRIAR RIDGE UNIT D REPLAT Lots 1-33 Lot 27 S 26 T 10S R 24E DOC# 202004276 REC(M) GN CONSTRUCTION INC 21 GRANITE CIRCLE ROSWELL, NM 88201	18 BRIARWOOD PL BRIAR RIDGE UNIT D REPLAT Lots 1-33 Lot 26 S 26 T 10S R 24E DOC# 202004276 REC(M) GN CONSTRUCTION INC 21 GRANITE CIRCLE ROSWELL, NM 88201
1003 S LEA AVE VALLEY VIEW Block 1 Lot 23 JARED D HELLUMS 27 MISTY GROVE CIR SPRING, TX 77380	704 JUNO DR CONSTELLATION ESTATES NO 2 Lot 47 YMH INC 4830 SEMINOLE HWY HOBBS, NM 88240

804 JUNO DR CONSTELLATION ESTATES NO 2 Lot 41 YMH INC 4830 SEMINOLE HWY HOBBS, NM 88240	806 JUNO DR CONSTELLATION ESTATES NO 2 Lot 40 YMH INC 4830 SEMINOLE HWY HOBBS, NM 88240
112 S KENTUCKY AVE WEST SIDE Block 44 Lot 7 RH TRUST 112 S KENTUCKY AVE ROSWELL, NM 88203	401 S PENNSYLVANIA AVE SOUTH ROSWELL Block 10 Lot 1 N 50 LUIS MARTINEZ 401 S PENNSYLVANIA AVE ROSWELL, NM 88203

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

16.

Meeting Date: 05/14/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Resolution 26-24 Condemnations - adoption of Resolution 26-24 the Resolution shall require the removal or demolition of one (1) dilapidated structure. (Cavin/Franco)

BACKGROUND:

Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from \$3,000 to \$30,000 for each property for removal.

LEGAL REVIEW:

The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

This item went before Public Safety Committee meeting on April 14, 2026 and passed (4-0). This item also went through Legal Committee meeting on April 23, 2026 and passed (5-0).

STAFF RECOMMENDATION:

Consider approval of Resolution 26-24.

Attachments

ATT 1 Resolution 26-24 Condemnations
ATT 2 Resolution 26-24 Condemnations

CITY OF ROSWELL
RESOLUTION 26-24

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 14th day of May 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
2607 W ALAMEDA ST JOHNSON HEIGHTS ANNEX Block 1 Lot 2 Quarter NE S 1 T 11S R 23E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	D SERVICES LLC 2 GARDEN PL ROSWELL, NM 88203

2607 W ALAMEDA ST



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

17.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-26: adoption of Resolution 26-26: accepting funds as part of NMDOT's Capital Outlay Program. (Gass/Rogers)

BACKGROUND:

Initiated by: Mac Rogers

This request is for approval of Resolution 26-26 accepting funds as part of NMDOT'S Capital Outlay program. These funds were appropriated to the City of Roswell as part of the 2025 legislative session and NMDOT is administering the grant. The funds go towards the purchase of a generator for the Terminal Building at the Air Center. Construction Documents for the generator have completed.

FINANCIAL CONSIDERATION

No fiscal impact at time.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval 5-0 at their Meeting on May 7th, 2026

STAFF RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution 26 26 NMDOT
NMDOT Cooperative Agreement

RESOLUTION 26-26

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, in the laws of 2025, HB450, Chapter 159, Section 39, Subsection 38, the Legislature made an appropriation to the Department from which the Department is making available to the City

WHEREAS, the City of Roswell and the New Mexico Department of Transportation have entered into a Cooperative Agreement under the Capital Outlay Program.

WHEREAS, the total cost of the project will be \$500,000 to be funded by the parties hereto as follows:

- a) New Mexico Department of Transportation's share shall be 100% or \$500,000
- b) City of Roswell's proportional matching share shall be 0% or \$0.00

The total project cost is \$500,000. City of Roswell shall pay all costs which exceed the total amount of \$500,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. That the project for this Cooperative agreement is adopted and has a priority standing.
2. The agreement terminates on June 30, 2029, and the City of Roswell incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into a written agreement.
3. To enter into a Cooperative Agreement for Project Control Number C2253258 with the New Mexico Department of Transportation for the Capital Outlay Program (Laws of 2025 HB450, Chapter 159, Section 39, Subsection 38) to plan, design, purchase, and install a generator for the Roswell terminal in Roswell, Chaves County.

PASSED, ADOPTED, SIGNED, and APPROVED May 14, 2026

CITY SEAL

ATTEST

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

Contract Number: _____
Vendor Number: 0000054357
Control Number: HW2C2253258

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Roswell, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 38, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **C2253258 ("Project")**, Appropriation ID **J3258**, Reversion Date **6/30/2029 ("Reversion Date")**. Laws of 2025, Chapter 159, Section 39, Subsection 38, (Five Hundred Thousand Dollars and No Cents) **(\$500,000)**, to plan, design, purchase and install a generator for the Roswell air center passenger terminal in Roswell in Chaves county.
- B. Grantee's total reimbursements shall not exceed Five Hundred Thousand Dollars and No Cents, **(\$500,000) ("Appropriation Amount")** minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Five Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and 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 for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Roswell
Name: Louis Najar
Title: City Engineer
Address: P.O. Drawer 1838, Roswell, New Mexico 88202
Email: l.najar@roswell-nm.gov
Telephone: 575-637-6282 Ext 282.

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 2 Office
Name: Libby Coslin
Title: Capital Outlay District Coordinator
Address: P.O. Box 1457, Roswell, NM 88202

Email: Libby.Coslin2@dot.nm.gov
Telephone: 575-840-3373

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

- i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

- iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
 - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.

- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

- ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
 - g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE: City of Roswell
Entity Name

Official with Authority to Bind Grantee:

Timothy Z. Jennings
Signature

Timothy Z. Jennings
(Print Name)

MAYOR
(Title)

Sept 24, 2025
Date

Fiscal Officer or Chief Financial Officer:

Toni Gomez
Signature

Toni Gomez
(Print Name)

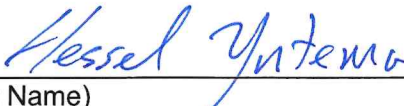
Finance Director
(Title)

9-18-25
Date

Legal Counsel: (OPTIONAL)



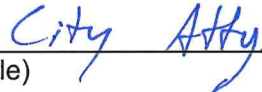
Signature



(Print Name)



Date



(Title)

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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

City, State, Zip _____
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.

b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.

c. Submission of supporting documentation as required by the Agreement.

d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

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

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

ASD Officer

Date

Division Grant Manager

Date

EXHIBIT B

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Table with columns: Development Budget, Request 1, Request 2, Request 3, Request 4, Request 5, Request 6, Request 7, Request 8, Request 9, Request 10, Request 11, Substantial completion, 100% completion, Total. Rows include: Acquisition Contract Price, Construction Change Order/Other, Site Work, Direct Construction Costs, Contingency (<5%), Architecture - Design fees, Engineering fees, Professional fees, Impact Fees, Building permits & related costs, Appraisal, Market analysis, Environmental assessment, Soil report, Survey, Marketing, Costs of construction insurance, Hazard & liability insurance, Real property taxes, Personal vehicles expenses, Other miscellaneous Costs, Total Uses.

Detailed Procurement Plan
Date:

Table with columns: Project Milestones, Initiation Date, Anticipated Completion Date, Use of Funds, Procurement Type, Procurement Code/Exception, Anticipated Cost. Rows include: Project Milestones, Initiation Date, Anticipated Completion Date, Use of Funds, Procurement Type, Procurement Code/Exception, Anticipated Cost.

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Roswell shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Roswell shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Changes Between 2023 and 2025 Capital Outlay Boilerplates

1. Project Budget Requirements

- **2025:** Introduces a **mandatory Project Budget** (procurement + expenditure plan with milestones), which must be approved before reimbursement starts.

2023: Does not mention a formal “Project Budget” requirement; instead, it relies more heavily on the issuance of Notices of Obligation as a gating mechanism.

2. Risk Assessment & Special Conditions

- **2025:** Requires a **pre-agreement risk assessment** and allows the Department to **unilaterally update Exhibit D** with special conditions **without a formal amendment**.
- **2023:** No formal risk assessment or unilateral update clause. Any amendments require mutual written agreement.

- Certification of database updates required on each Request for Payment.
- Failure to certify updates may **jeopardize reimbursement** .

5. Request for Payment Procedures

- **2023:**

- Grantee must pay contractors within **5 business days** after reimbursement and certify proof of payment within **10 business days**.
- Must obligate **5% within 6 months** and expend **85% 6 months before reversion date**.

- **2025:**

- Proof of payment to contractors must be certified within **5 business days** (shorter timeline).
- Department may pay contractors **directly** as a special condition .
- Grantee reimbursements limited to **planning, design, and procurement** until project fully designed.

7. Project Conditions & Restrictions

- **2023:**
 - Must comply with Procurement Code, Public Works Minimum Wage Act, and Anti-Donation Clause.
 - Cannot convert property use for **10 years** without approval.
- **2025:**
 - Adds requirement to follow **State's Model Accounting Practices**.
 - Clarifies that property use restrictions last for **useful life of the asset** (not 10 years).
 - Adds **civil rights and equal employment nondiscrimination** requirements (includes sexual preference and handicap protections).

8. State Board of Finance (SBOF) Provisions

- **2023:**

- Explicitly rejects **click-through or online terms & conditions** from grantee/subcontractors.
- Survival clause ensures obligations continue after termination.

10. Attachments

- Both years include **Attachment A** (NMDOT provisions).
- **2025** expands with **Exhibit F** on data privacy, confidentiality, and cybersecurity (not present in 2023).

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

18.

Meeting Date: 05/14/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Approval to advertise RFP 26-XX for HVAC and Plumbing services and repairs to City-owned facilities (Cavin/Rogers).

BACKGROUND:

Initiated by: Mac Rogers

This request is for approval to advertise RFP 26-xx for HVAC and Plumbing services and repairs to City-owned facilities. We're requesting competitive sealed proposals from qualified Offerors to establish a pool of contractors capable of providing all new, upgrades or repairs to existing mechanical systems. These services will be provided on an on-call system based on Work Orders issued by City staff. The intent of this RFP is to ensure transparent, consistent, and verifiable pricing while streamlining project delivery and reducing the need for separate solicitations for each project.

FINANCIAL CONSIDERATION

Costs for services are established following a qualifications-based selection and contract negotiation process.

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

The legal committee recommended at approval (5-0) at their meeting on April 23, 2026, to be placed on the consent agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

RFP Scope of Work

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: 26-XXX

HVAC and PLUMBING SERVICES

RFP Issue Date: 5/19/2026

PROPOSAL DUE: Friday June 19th 2026

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88201**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals from qualified offerors for HVAC and Plumbing services on demand as described herein. Offerors shall be capable of providing all new, upgrades or repairs to the existing mechanical services and systems, or completely new installations, diagnostic services, and troubleshooting for the City. The intent of this RFP is to ensure transparent, consistent, and verifiable pricing while streamlining project delivery and reducing the need for separate solicitations for each project.

The successful Offeror shall provide HVAC and Plumbing services on an on call basis. In an emergency situation, the contractor must be willing and able to respond within two (2) hours of contact by any City Department. No work will be guaranteed from an award of this RFP. Contractors shall have the technical staff to perform diagnostic service and to prepare proposals for all costs and services needed to perform the work required and in compliance with the current national and state mechanical and plumbing codes.

The City intends to award this RFP as a multiple-source award to responsive and responsible Offerors per NMSA section 13-1-153.

SUMMARY SCOPE OF WORK

The scope of work includes, all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new equipment and related systems. Work may include and any required maintenance needed for existing HVAC systems. The related work could include any upgrades, replacements or new installations of curbs, roof patching, concrete pads, screen walls, and associated ductwork.

Plumbing Services required under this Scope of Work include but are not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing or natural gas related work.

The Contractor shall be qualified to perform upgrades and repairs to existing facilities, as well as new construction, additions, and related improvements to City-owned buildings and infrastructure.

All work shall be performed on an on-call, as-needed basis through the issuance of individual Work Orders. For each project, the Contractor shall develop a detailed scope of work and a

DRAFT SCOPE OF WORK

corresponding price proposal. The price proposal shall include all labor, materials, equipment, supervision, permits, overhead, profit, and all incidental costs necessary to complete the work.

All work shall comply with applicable federal, state, and local laws, codes, and regulations, including current building codes and safety standards. All installations shall be performed in accordance with manufacturer specifications and accepted industry standards by properly trained and qualified personnel.

All materials shall be new, of high quality, and compatible with existing materials unless otherwise approved by the City. The Contractor shall maintain clean and safe work areas at all times, control construction debris, and properly dispose of all waste materials at approved disposal facilities in accordance with applicable regulations.

DUTIES AND RESPONSIBILITIES

The selected Offeror(s) shall:

1. Provide construction services on an on-call or as-needed basis as directed by the City through its authorized department representative.
2. Furnish all labor, supervision, materials, equipment, tools, transportation, permits, licenses, bonds (when required pursuant to NMSA 1978, §13-4-18), insurance, traffic control, safety measures, and all incidentals necessary to complete each assigned Job Order.
 - a. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all unauthorized materials and installation of those indicated or specified shall be provided at no extra cost to the City.
3. Maintain all licenses required by the State of New Mexico Construction Industries Division (CID) and ensure that all work is performed in accordance with applicable state and local building codes and regulations.
 - a. Work performed under this RFP requires a MM-98 license from the State of New Mexico Construction Industries Division.
4. Obtain all required permits and coordinate all inspections necessary for project completion.
 - a. All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of applicable City, State, County, and National codes and ordinances.

DRAFT SCOPE OF WORK

- b. As required by CID, the contractor shall pay for permit drawings required to perform the work called for in the owner's scope. Drawings shall include all details necessary for proper installation.
5. Comply with the Public Works statutes (NMSA 1978, §§13-4-1 through 13-4-43, when applicable), and all other federal, state, and local laws, ordinances, and regulations. Pursuant to NMSA 1978 §13-4-11, every Job Order or project in excess of sixty thousand dollars (\$60,000) shall comply with the statute. Please refer to the NM Workforce Solutions website for prevailing wage rates. Prevailing wage decisions will be issued per project when the project is identified and exceeds sixty thousand dollars (\$60,000). Any Contractor, Prime Contractor or Subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions, pursuant to NMSA 1978 §13-4-13.1.
 6. Provide performance and payment bonds for individual projects when required by law. In accordance with NMSA 1978, §13-4-18, the successful Offeror, upon notification of award, shall deliver the required performance and materials/payment bonds in the amount of one hundred percent (100%) for any project which exceeds twenty-five thousand dollars (\$25,000.00), or provide satisfactory evidence that such bonds will be furnished within seven (7) days. Bond must be satisfactory to the City and executed by a surety company authorized to do business in the State of New Mexico. Offerors shall be responsible for securing all applicable bonds, and the cost of all bonding shall be included in the Offeror's price proposal.
 7. Maintain a safe work environment in compliance with OSHA and all applicable safety regulations.
 - a. The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions.
 - b. Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant
 - c. The Contractor shall be responsible for damage to persons or property that occurs as a result of the Contractor's fault or negligence, or that of the Contractor's employees and/or agents, in connection with this contract.
 8. Maintain accurate project documentation, including invoices, certified payrolls (if applicable), change orders, and supporting records, and make such records available to the City upon request.
 9. Maintain clean and orderly work areas and properly dispose of all construction debris at approved disposal facilities.
 - a. Contractor shall be responsible for any and all fees associated with disposal of construction debris.
 10. Not commence any work until receipt of written authorization from the City in the form of a Purchase Order and Notice to Proceed.

Regular City Council Meeting

19.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

Summary:

Approval of the minutes from the Regular City Council meeting on April 9, 2026. (Corn/Martinez)

Attachments

DRAFT - April 9, 2026 City Council Minutes

Roswell City Council
Chaves County Administrative Center
Commission Chambers-#1 St. Mary's Place
Roswell, New Mexico 88203
Thursday, March 12, 2026, at 6:00 pm

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 26-12.

The meeting convened at 6:00 p.m. with Mayor Jennings presiding:

ROLL CALL VOTE:

Carlos Marrujo	Present
Cristina Arnold	Present
Will Cavin	Present
Kurt Gass	Absent
Juan Oropesa	Present
Robert Corn	Present
Darrell Johnson	Present
Ed Heldenbrand	Present
Julian Halvorson	Present
Angela Moore	Present

FOR THE RECORD: Councilor Gass attended via GoTo. Due to technical difficulties, he was unable to be heard when votes were taken until Item No. 34.

Councilor Marrujo led in prayer, and Councilor Cavin led in the Pledge of Allegiance.

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the April 9, 2026, Regular City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to amend the agenda. The first amendment revises the amount listed for airfield painting and striping services by Desert West Enterprises, LLC, at the Roswell Air Center, Item No. 14 to \$438,921.41. The second amendment is Item No. 40, there is a scrivener's error, changing Byrne to Reese. The motion was seconded by Councilor Marrujo.

ROLL CALL VOTE:

Carlos Marrujo	Yes
Cristina Arnold	Yes

1	Will Cavin	Yes
2	Juan Oropesa	Yes
3	Robert Corn	Yes
4	Darrell Johnson	Yes
5	Ed Heldenbrand	Yes
6	Julian Halvorson	Yes
7	Angela Moore	Yes

8
9 **MOTION PASSED: 9-0**

10
11 2. Approval of consent agenda - approve the consent agenda for the April 9, 2026, Regular City
12 Council Meeting.

13
14 **MOTION:** Mayor Pro Tem Corn made a motion to approve the consent agenda. Councilor Cavin
15 was the second.

16
17 **ROLL CALL VOTE:**

18
19 Carlos Marrujo Yes
20 Cristina Arnold Yes
21 Will Cavin Yes
22 Juan Oropesa Yes
23 Robert Corn Yes
24 Darrell Johnson Yes
25 Ed Heldenbrand Yes
26 Julian Halvorson Yes
27 Angela Moore Yes

28
29 **MOTION PASSED: 9-0**

30
31 **CONSENT ITEMS (items 3-30 will be approved at the time of the approval of the consent**
32 **agenda)**

33
34 3. Approval of a budget adjustment in the amount of \$1,695,762.11 from the Public Safety Fund
35 and approval of an early loan payoff to eliminate debt obligations and maximize cost savings by
36 avoiding future interest in the amount of \$2,009,520.31. The remaining balance of \$313,758.20
37 will come from the existing Fire Protection Fund.

38
39 4. Approval of a budget adjustment for up to \$50,075.76, and approval to award the proposed
40 estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 for up
41 to \$150,075.76.

- 1
2 5. Approval of a purchase order in the amount of \$123,185 for conservation of two-dimensional
3 collection items by The Conservation Center.
4
5 6. Approval of the Roswell-Chaves County Economic Development Corporation funding request
6 of \$200,000 for Fiscal Year 2027.
7
8 7. Approval of PO request for Brasier Asphalt for \$1,114,910.16 for pavement milling and
9 overlay on Second Street from Sunset to East City Limit.
10
11 8. Approval of a PO to San Bar Construction Corporation in the amount of \$99,999.95 which
12 includes GRT for re-striping of City roads.
13
14 9. Approval of PO request for San Bar for \$79,266.13 for replacing pavement striping and
15 markings on Second Street from Sunset to East City Limit.
16
17 10. Approval of the Professional Service Agreement with Sparktek Service, LLC
18
19 11. Recommend approval of the City of Roswell's IT Department to enter into a month-to-month
20 lease beginning March 1, 2026, for Building 92 at the Roswell Air Center
21
22 12. Approval of a budget adjustment of \$12,595.25 and approval of the installation of flooring
23 replacement and abatement for the City Hall Administration offices in the amount of
24 \$22,572.84.
25
26 13. Approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers
27 Equipment for airport runway and taxiway maintenance, in the amount of \$77,706.98, utilizing
28 the CES Cooperative Contract 2022-10-C102-ALL
29
30 14. Approval for airfield painting and striping services with Desert West Enterprises, LLC, at the
31 Roswell Air Center, in the amount of \$377,891.20, through CES Cooperative Contract 2026-
32 6-R1239-ALL. The original amount was revised during the April 2, 2026, Finance Committee
33 Meeting to \$438,921.41, and the item was subsequently forwarded to the consent agenda.
34
35 15. Approval of the request to perform the following work for BLM Taxiway L. A change order
36 has been set in place in the amount of \$135,144.69.
37
38 16. Approval of a budget adjustment in the amount of \$714,316.51 to purchase equipment
39 needed for the Water Maintenance Construction Crew from the Water Enterprise Fund cash
40 reserves. **Included in the minutes are the correct attachments:**

1. Loader Quote
2. Backhoe Quote
3. Pumps Quote

17. Approval of a budget adjustment and approval to issue a purchase order through Sourcewell Contract #101221-VAC to Vac-Con, Inc., in the amount of \$580,527.77 from the Wastewater Enterprise cash reserves.

18. Approval of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$202,041.27, for the purchase of a Caterpillar 920wheel loader from the Wastewater Enterprise cash reserves.

19. Approval of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery.

20. Approval of a budget adjustment in the amount of \$34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center.

21. Approval of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of \$75,669.45, for City Hall roof renovation services for the entirety of the building's roof.

22. Ordinance 26-03: Authorize to advertise for a public hearing. Ordinance 26-03: An Ordinance amending the updated Fire Code references within Chapter 13 of the City Ordinance

Resolution(s)

23. Resolution 26-17: adoption of Resolution 26-17 for support of projects in response to the NMDOT's January 2026, TPF Funding, Call for Projects.

24. Resolution 26-18: Weeds - The Resolution shall mandate the cleanup of approximately twenty- five (25) separate properties within the City.

25. Resolution 26-19: Condemnations - adoption of Resolution 26-19 the Resolution shall require the removal or demolition of four (4) dilapidated structures.

26. Resolution 26-20: Adoption of Resolution 26-20 approving a budget adjustment for the fiscal year ending June 30, 2026.

1
2 **ROW Leases**

3
4 27. Approval of a ten (10) year lease of Building 611 at the Roswell Air Center to Carlsbad
5 Lifehouse Inc. for \$131,488.00 per annum

6
7 **Bids, RFP's and Agreements**

8
9 28. Approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management &
10 Consultants, Inc.

11
12 29. Approval to advertise RFP 26-006 for construction services and repairs to City-owned
13 facilities and infrastructure

14
15 **Minutes**

16
17 30. Approval of the minutes from the Regular City Council meeting on March 12, 2026.

18
19 **NON-ACTION ITEMS (Information Items)**

20
21 31. Airport Updates (Omar Gonzalez/Fred Telling)

22
23 Fred Telling announced that the races are scheduled to take place at the Roswell Air Center from
24 September 16–20, 2026. He also informed the Council that ticket sales will open to the public on
25 April 23, 2026.

26
27 32. Airport Advisory Commission Updates (Bud Kunkel)

28
29 33. Out-of-State Travel (Informational Only)

30
31 **PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS**

32
33 Two constituents signed up to participate in public comment. Sarah MacArthur addressed
34 Industrial Revenue Bonds, and Daniel Rubio spoke on Merchant Fees and his interaction with
35 the City of Roswell.

36
37 **PUBLIC HEARING(S)**

38
39 34. Ordinance 26-04: Authorize to advertise for a public hearing on proposed Ordinance 26-04,
40 An Ordinance Amending the City of Roswell's Purchasing Procedures.

1
2 **BACKGROUND:** The original proposed ordinance by Councilor Heldenbrand sought to clarify
3 what procurements and contracts need to be presented to the council, when, and how the City
4 manager may promulgate policies and procedures. Since the initial drafting of the proposed
5 ordinance, the city hired an Internal Auditor. As part of her services, the auditor shall
6 "[c]ommunicate with City Leadership, including the City Manager, the Mayor, the Finance and
7 Audit Committee, any identified deficiencies and weaknesses, and make recommendations for
8 improvements on a regular basis." At the February Governing Body meeting, at the request of the
9 City Manager, this proposed ordinance was referred by the Governing Body to the Legal
10 Committee for consideration in light of the Internal Auditor's suggestions. The Internal Auditor's
11 initial report to the Audit Committee is in draft, but due to the timing and subject matter of the
12 proposed ordinance, the City Manager placed the suggestions before the legal committee.
13

14 **DISCUSSION:** It was determined that this item would be referred back to the Finance
15 Committee while the City's Internal Auditor works with Management to develop and review
16 relevant policies and procedures.
17

18 **MOTION:** Councilor Heldenbrand moved to refer the item back to the Finance Committee. The
19 motion was seconded by Councilor Moore.
20

21 **VOTE:** A voice vote was unanimous
22

23 **MOTION PASSED: 10-0**
24

25 **FOR THE RECORD:** Councilor Gass resolved technical difficulties and was present and active
26 via GoTo.
27

28 35. Hold a public hearing and vote on a transfer of ownership and change of location of
29 dispenser Liquor License No. DIS-000897 with on premises consumption only with patio
30 service. Majec Gala, LLC d[b|a] The Gala Event Center, located at 3 Petro Drive, Roswell, NM
31 88201
32

33 **BACKGROUND:** Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a
34 public hearing on the application and must, by roll-call vote, approve or disapprove the application.
35 The hearing is quasi-judicial in nature and must be conducted accordingly. Majec Galla d[b|a] The
36 Gala Event Center, located at 3 Petro Drive, Roswell, NM 88201, has applied for a transfer of
37 ownership and change of location of dispenser Liquor License No. DIS-000897 with on premises
38 consumption only with patio service. In considering whether to approve or disapprove the
39 application, the governing body may only disapprove of the application if it finds substantial
40 evidence to support one of the following:

- 41 • The proposed location is within an area which the sale of alcoholic beverages is prohibited
- 42 by the laws of New Mexico; or
- 43 • The issuance or transfer would be in violation of zoning or other ordinance of the governing
- 44 body; or

- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

MOTION: Councilor Halvorson made a motion to hold a public hearing and vote on a transfer of ownership and change of location of dispenser Liquor License No, DIS-000897 with on premises consumption only with patio service. Majec Gala, LLC d[b|a] The Gala Event Center, located at 3 Petro Drive, Roswell, NM 88201. Councilor Cavin was the second.

VOTE: A voice vote was taken with eight Councilors present and one Councilor participating via GoTo.

MOTION PASSED: 8-1

FOR THE RECORD: Councilor Arnold stepped away from 7:25 p.m. until 7:30 p.m.

NEW BUSINESS / REGULAR ITEMS

36. Approval for a permanent change to the floor plan of a licensed premises for Walmart Stores East, LP d\b\ a Walmart Supercenter #611 located at 4500 N. Main Street, Roswell, NM 88201.

BACKGROUND: Walmart Stores East, LP, d/b/a Walmart Supercenter #611, holder of Dispenser License No. DIS?000038, has submitted an application to the New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division, requesting approval for a permanent expansion/change of the approved floor plan at the licensed premises located at 4500A N. Main Street, Roswell, Chaves County, New Mexico. The proposed change consists of an expansion of 4,180 square feet, increasing the total licensed premises from 203,602 square feet to 207,782 square feet. The added area will be utilized solely by Walmart associates for the preparation and processing of online pickup and delivery orders. The applicant has affirmed that no alcohol will be stored, sold, served, or dispensed in the additional space, and that the existing approved alcohol sales area will remain unchanged. The proposed expansion does not result in a change of street address, does not increase the licensed premises by twenty-five percent (25%) or more, does not bring the premises within 300 feet of a church or school, and does not involve any change in ownership or operation of the licensee. The request is submitted for local governing body review and approval pursuant to applicable provisions of the New Mexico Alcoholic Beverage Control Act and the New Mexico Administrative Code governing permanent changes or expansions to licensed premises.

FOR THE RECORD: Councilor Gass was able to resolve technical difficulties and participate in the meeting.

1 **MOTION:** Mayor Pro-Tem Corn made a motion to approve a permanent change to the floor
2 plan of a licensed premises for Walmart Stores East, LP d/b/a Walmart Supercenter #611 located
3 at 4500 N. Main Street, Roswell, NM 88201. Councilor Heldenbrand was the second.
4

5 **VOTE:** A voice vote was unanimous, with Councilor Gass participating via GoTo
6

7 **MOTION PASSED: 10-0**
8

9 37. Approval of five-year water rights lease agreement with Leprino Foods Co. for 1,200 acre-
10 feet of City of Roswell water rights, including an option for one (1) five-year renewal term.
11

12 **BACKGROUND:** The City of Roswell (Lessor) owns certain Artesian water rights and water
13 wells in Chaves County, New Mexico and proposes to lease a portion of said water rights to
14 Leprino Foods Co. (Lessee) The total water rights Lessor desires to lease to Lessee is 1,200 acre-
15 feet per year at the Lessee's location. The initial term of this proposed lease is from 11/1/2026 to
16 10/31/2031.
17

18 **DISCUSSION:** The acre-foot value was discussed and determined to be undetermined at this
19 time. Both Leprino and the City of Roswell acknowledged that neither party has established the
20 acre-foot value. It was agreed that, for a one-year period, the rate will be set at \$50.00 per acre,
21 with the value to be renegotiated prior to the end of the first year.
22

23 **MOTION:** Councilor Cavin made a motion to amend the lease agreement to read \$50.00 an acre
24 to be negotiated by the end of the 1st year. Councilor Johnson was the second.
25

26 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo.
27

28 **MOTION PASSED: 10-0**
29

30 **MOTION:** Councilor Cavin made a motion to approve the water rights lease agreement with
31 Leprino Foods Co as amended. Councilor Arnold was the second.
32

33 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo.
34

35 **MOTION PASSED: 10-0**
36

37 38. Resolution 26-21: Adoption of Resolution 26-21 approving the FY24 Audit & Corrective
38 Action Plan.
39

40 **BACKGROUND:** The City of Roswell has received authorization to release the FY24 Audit
41 Report. The State of New Mexico Audit Rule (NMAC 2.2.2.10(M)(4)) requires the final audit
42 report to be presented to the governing authority of an agency at a meeting held in accordance with
43 the Open Meetings Act. The New Mexico Department of Finance and Administration (DFA)
44 requires the Governing Body to approve a resolution showing acceptance and approval of the

1 FY24 Audit. In addition, DFA requires a corrective action plan on the findings presented in the
2 audit report.

3
4 **MOTION:** Councilor Heldenbrand made a motion to adopt Resolution 26-21: Approving the
5 FY24 Audit & Corrective Action Plan. Councilor Oropesa was the second.

6
7 **VOTE:** A voice vote was unanimous with Councilor Gass joining the meeting via GoTo.

8
9 **MOTION PASSED: 10-0**

10
11 39. Consider approval of Mayor Jennings' recommendation of appointments to the Flood Task
12 Force as follows:

13
14 Brian Houghtalin (1st Term 04/10/26 - 03/31/28)

15
16 **BACKGROUND:** The Flood Task Force shall consist of 5 members.

17
18 **MOTION:** Mayor Pro Tem Corn made a motion for unanimous consent of item(s) 39, 40, 41, 42
19 & 43 in one motion. Councilor Moore was the second.

20
21 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo.

22
23 **MOTION PASSED: 10-0**

24
25 40. Approval of Mayor Jennings' recommendations of appointments to the Cemetery Board as
26 follows:

27
28 Position 2 - Sarah Reese 1st Term - 04/10/26 - 03/31/30)

29
30 **BACKGROUND:** The Cemetery Board consists of five (5) members and one (1) ex-officio
31 member. Each member shall serve four-year terms with no term limits.

32
33 **MOTION:** Mayor Pro Tem Corn made a motion for unanimous consent of item(s) 39, 40, 41, 42
34 & 43 in one motion. Councilor Moore was the second.

35
36 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo

37
38 **MOTION PASSED: 10-0**

39
40 41. Consider approval of Mayor Jennings' recommendation of appointment to the Occupancy
41 Tax Board as follows:

42
43 Position 1 - Lodging - Kabir Bhakta (1st Term 04/10/26-03/31-30)

1
2 **BACKGROUND:** The Occupancy Tax Board consists of 5 members. Each member shall serve
3 (2) four-year terms.

4
5 **MOTION:** Mayor Pro Tem Corn made a motion for unanimous consent of item(s) 39, 40, 41, 42
6 & 43 in one motion. Councilor Moore was the second.

7
8 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo

9
10 **MOTION PASSED: 10-0**

11
12 42. Consider approval of Mayor Jennings' recommendations of the following appointment to the
13 Planning and Zoning Commission as follows:

14
15 Position 2 LeLynn Taylor (1st Term: 04/10/26-03/31/30)

16
17 **BACKGROUND:** The Planning and Zoning Commission consists of 7 members. Each member
18 shall serve 2-four-year terms.

19
20 **MOTION:** Mayor Pro Tem Corn made a motion for unanimous consent of item(s) 39, 40, 41, 42
21 & 43 in one motion. Councilor Moore was the second.

22
23 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo

24
25 **MOTION PASSED: 10-0**

26
27 43. Consider approval of Mayor Jennings' recommendation of appointments to the Airport
28 Advisory Commission as follows:

29
30 Position 2: Jon Hitchcock (3rd Term 04/10/26-03/31/28)

31
32 Position 3: Cliff Waide (Partial Term 04/10/26-03/31/27)

33
34 Position 5: Clayton Hightower (1st Term 04/10/26-03/31/28)

35
36 **BACKGROUND:** The Airport Advisory Commission consists of 5 members. Each member shall
37 serve for a two-year term.

38
39 **MOTION:** Mayor Pro Tem Corn made a motion for unanimous consent of item(s) 39, 40, 41, 42
40 & 43 in one motion. Councilor Moore was the second.

41
42 **VOTE:** A voice vote was unanimous, with Councilor Gass joining the meeting via GoTo

1 **MOTION PASSED: 10-0**

2
3 **COUNCILOR COMMENTS (Information Only)**

4
5 Councilor Halvorson spoke about Roswell 250, which is a community initiative celebrating the
6 250th anniversary of the United States. The celebration will include a year-long series of events.
7 Councilor Halvorson wanted to invite everyone to attend Arbor Day festivities on Saturday, April
8 11, 2026, at the Spring River Zoo.

9 Mayor Pro-Tem Corn inquired about the five-year plans listed on the Finance agenda. Councilor
10 Gass responded that the Council would be reviewing them in the near future.

11
12 **CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only)**

13
14 City Manager Hess Yntema reported that the new United flight initially experienced slow
15 activity but has since seen increased usage. He informed the Council that Mac Rogers would be
16 preparing a Master Appropriation Request to allow the city to proceed with items that are
17 anticipated to be, or have already been, obligated by FEMA. Mr. Yntema also discussed
18 employee salary matters.

19
20 **Adjournment**

21
22 Meeting adjourned at 8:03 P.M.

23
24 Approved on this 14th day of May 2026.

25
26
27
28
29 (City Seal)

30
31
32 _____
33 Timothy Z. Jennings, Mayor

34
35 _____
36 Amalia Martinez, City Clerk

37
38 Prepared by: Angela Garcia

Regular City Council Meeting

20.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

Summary:

Approval of the minutes from the Special City Council meeting on April 20, 2026. (Corn/Martinez)

Attachments

DRAFT - April 20, 2026, Special City Council Meeting Minutes

Roswell City Council
Held at City Hall, Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, NM 88201
Monday, April 20, 2026, at 5:00 P.M.

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12.

The meeting convened at 5:00 P.M. with Mayor Jennings presiding.

ROLL CALL:

Kurt Gass	Present
Angela Moore	Absent
Cristina Arnold	Present
Juan Oropesa	Present
Will Cavin	Present
Juliana Halvorson	Absent
Carlos Marrujo, Jr.	Present
Ed Heldenbrand	Present
Robert Corn	Present
Darrell Johnson	Present

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the April 20, 2026, Special City Council Meeting.

MOTION: Councilor Gass made a motion for approval of the April 20, 2026, Special City Council agenda. Councilor Cavin was the second.

VOTE: A voice vote was unanimous

MOTION PASSED: 8-0

PUBLIC PARTICIPATION ON AGENDA ITEMS

There were no individuals signed up for public participation, and no attendees on GoTo requested to participate during the public participation portion of the Special City Council meeting.

1 **REGULAR ITEMS**

2
3 2. Approval of a budget adjustment in the amount of \$303,033 to purchase vehicles needed for
4 the Water Maintenance Construction Crew from the Water Enterprise cash reserve.

5
6 **BACKGROUND:** This purchase is intended to equip a 9-person construction crew to perform in-
7 house replacement of aging waterline infrastructure. This will enable the City to save on contractor
8 costs by in-sourcing replacement projects.

9 This purchase will include the following:

- 10 - QTY 2 2026 Chevy Silverado Crew Cab Pickups
11 - QTY 1 2026 International Dump Truck
12 - QTY 1 2026 Ford F250 Utility Bed Pickup
13

14 **MOTION:** Councilor Gass made a motion to approve a budget adjustment in the amount of
15 \$303,033.00 to purchase vehicles needed for the Water Maintenance Construction Crew from the
16 Water Enterprise Cash Reserve. Councilor Marrujo was the second.

17
18 **VOTE:** A voice vote was unanimous
19

20 **MOTION PASSED: 8-0**
21

22 3. Consider recommending approval of a budget adjustment and transfers in the amount of
23 \$1,067,815.31 and to purchase design professional services for flood repair projects.
24

25 **BACKGROUND:** Consider recommending approval of a budget adjustment in the amount of
26 \$1,067,815.31 to purchase Design Professional Services for flood repair projects coming from
27 Recreation Fund Pooled Cash. This will help us address critical flood repairs in a timely fashion.
28 The budget adjustment amount is based on FEMA-validated costs, and flood engineering services
29 have been procured through RFP 26-004. Task Orders will be issued for the following FEMA
30 projects: 950946 - Spring and Hondo River Repairs, 951173 - Walking and Bike Trails, 806261-
31 Convention & Civic Center, 951175 - Spring River Golf Course, 950953 Fencing, 950941 - Zoo
32 Bridges, 806258 Adult Center.
33

34 **MOTION:** Councilor Johnson made a motion to approve a budget adjustment and transfers in the
35 amount of \$1,067,815.31 and to purchase design professional services for flood repair projects.
36 Councilor Cavin was the second.

37
38 **VOTE:** A voice vote was unanimous
39

40 **MOTION PASSED: 8-0**
41

42 4. Recommend approval for the City of Roswell to submit a proposal in response to the New
43 Mexico Municipal League (NMML) Request for Proposal to host the NMML Annual
44 Conference for 2028, 2029, 2030, or 2031.

1 **BACKGROUND:** The New Mexico Municipal League (NMML) Annual Conference is a premier
2 statewide event that brings approximately 550 to 650 attendees to the host municipality, generating
3 local economic impact and providing an opportunity to showcase the community on a statewide
4 level. The conference also serves as a forum for training, policy development, and League
5 governance. The City of Roswell has previously hosted this event and is interested in submitting a
6 proposal to host a future conference. Proposals are due to NMML by May 15, 2026, and the
7 NMML Board of Directors is scheduled to select host sites on June 4, 2026.

8
9 **MOTION:** Mayor Pro-Tem Corn made a motion for the approval of the City of Roswell to submit
10 a proposal in response to the New Mexico Municipal League (NMML) Request for Proposal to
11 host the NMML Annual Conference for 2028, 2029, 2030, or 2031. Councilor Marrujo was the
12 second,

13
14 **VOTE:** A voice vote was unanimous

15
16 **MOTION PASSED: 8-0**

17
18 **ADJOURNMENT**

19 Meeting adjourned at 5:13 P.M.

20
21 Approved on this 20th day of April 2026.

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24 (City Seal)

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Timothy Z. Jennings, Mayor

28 ATTEST

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Amalia Martinez, City Clerk

Prepared by: Angela Garcia

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

21.

Meeting Date: 05/14/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-03: Hold a public hearing. Ordinance 26-03: An Ordinance amending the updated Fire Code references within Chapter 13 of the City Ordinance (Cavin/Olive)

BACKGROUND:

Initiated by: Jared Olive

New 2024 Fire Code adoption. Necessary for the Fire Department ISO rating and State requirements.

FINANCIAL CONSIDERATION

No notable impact.

LEGAL REVIEW:

City Attorney has reviewed the ordinance.

BOARD AND COMMITTEE ACTION:

Public Safety recommended approval 4-0 to send to the Legal Committee at its February 17, 2026, meeting. The Legal Committee recommended approval 5-0 at its meeting on March 26, 2026. City Council recommended approval to hold a public hearing 10-0 at its meeting on April 9th 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-03 Amending Chapter 13 Fire Code (only JRO)

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WHEREAS, the City of Roswell (the “City”) desires to adopt the 2024 International Fire as the City Fire Code.

SECTION 11 Section 13-11. International Fire Code Adopted by Reference

- SECTION 22 All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 44 This ordinance shall be effective after five (5) days following its publication as required by law.

CITY SEAL

ATTEST

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

22.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the FY27 Proposed Budget. (Gass/Yntema)

BACKGROUND:

Initiated by: Hess Yntema

Per Resolution 25-50, the City Manager has presented the FY27 Proposed Budget to the Infrastructure, Legal, Public Safety, and Finance Committee for review. These committees were responsible for reviewing departmental budgets and referring their recommendation to the Finance Committee.

This item was tabled at the April 2, 2026 Finance Committee Meeting. The Finance Committee held a Special Finance Committee Meeting on April 27 and continued on April 28 to review the budget. The Finance Committee on May 07, 2026, referred this item to City Council, per Resolution 25-50, with the recommendation to refer back to a Special Finance Committee meeting on May 21, 2026 with a 5-0 vote.

FINANCIAL CONSIDERATION

FY27 Proposed Budget

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

The FY27 Proposed Budget was presented at the March 16, 2026, Infrastructure Committee, the March 17, 2026, Public Safety Committee, and the March 26, 2026, Legal Committee. The Finance Committee tabled this item at the April 02, 2026, meeting. A Special Finance Committee was held on April 27, 2026, and continued on April 28, 2026, for review of the budget. The Finance Committee on May 07, 2026, referred this item to City Council, per Resolution 25-50, with the recommendation to refer back to a Special Finance Committee meeting on May 21, 2026 with a 5-0 vote.

STAFF RECOMMENDATION:

Staff recommends discussion and direction on next steps for the FY27 Proposed Budget in alignment with the timeline and process established in Resolution 25-50.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

23.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: N/A

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Approval of a budget adjustment and authorization to purchase equipment and services from Xybix, ConvergeOne, and Goodman's in the total amount of \$165,551.67 to support the relocation, upgrade, and outfitting of the Pecos Valley Regional Communications Center, with expenditures to be initially funded by the City and subsequently reimbursed through the NMDFA E-911 Grant Program.
(Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

The Pecos Valley Regional Communications Center is upgrading and relocating critical equipment to maintain operational continuity, improve functionality, and support uninterrupted emergency communication services. Historically, equipment and project costs associated with the NM911 Grant Program were processed by submitting vendor quotes directly to the NM911 Program, which then paid vendors upfront on behalf of the project. Recently, the NM911 Program restructured the grant process from an upfront payment model to a reimbursement-based model. Under the revised procedures, the City must first procure and pay eligible project costs and then submit documentation for reimbursement. As a result of this procedural change, a budget adjustment is required to appropriate expenditure authority for the project pending reimbursement through the NM911 grant program. To avoid delays in this time-sensitive transition, we are bringing this item directly to the City Council rather than through the standard two-committee review process.

The proposed purchases include:

- Xybix - \$96,380.68 relocation of existing dispatch consoles, addition of two new consoles, and furnishing of a new training room.
- ConvergeOne - \$59,189.75 relocation of the current Viper system, including installation, technician services, and necessary materials.
- Goodman's - \$9,981.24 purchase of 12 chairs for dispatchers and staff.

These upgrades are necessary to maintain continuity of 911 operations, improve workspace functionality and ergonomics, and ensure the Communications Center remains fully operational during the transition process.

FINANCIAL CONSIDERATION

A budget adjustment is required to appropriate expenditure authority for these purchases due to the NM911 Grant Program transitioning from a direct vendor payment structure to a reimbursement-based funding model. The City of Roswell will initially fund the expenditures and subsequently seek reimbursement through the NMDFA 911 Grant Program upon completion of the procurement and payment requirements.

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: 1101-444900 \$165,551.67

Expense: 11014656-817507 \$71,885.86

11014656-654801 \$59,189.75

11014656-642903 \$9,981.24

11014656-652401 \$24,494.82

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

Due to the time-sensitive nature of the PVRCC transition and the recent procedural changes to the NMDFA E-911 Grant Program requiring reimbursement-based funding, this item is being brought directly to City Council to avoid delays in project implementation and procurement activities. The expedited review process is intended to ensure continuity of critical emergency communication services and timely completion of the project.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

XIBIX - NEW CONSOLES

XYBIX - TRAINING ROOM

XYBIX - MOVE EXISTING CONSOLES

Converge 1 quote

Goodmans Quote

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
jenniferp



Quote Number: 37817

Quote Date: 3/27/2026
Revision: E
Orig Create Date: 3/10/2026
Expires: 6/8/2026
Opp #: 0032939

Quote

Terms: NET 30

Page: 1 of 3

QUOTE TO: Acct: PECVALRONM Pecos Valley Regional Communications Center State of New Mexico Dept. of Finance & Admin ATTN: Nicholas Losito, 407 Galisteo Street Bataan Memorial Bldg., Room 202 Santa Fe NM 87504 Phone: Email:	SHIP TO: Pecos Valley Regional Communications Center 1 Saint Mary's Place Roswell, NM 88203 USA Salesperson: EFFIE BAKER Phone: (720) 919-1266 Email: EffieB@xybix.com
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New Mexico State Contract
Contract #: 30-00000-23-00062
Product Line: Eagle Line w/ axys
Install Type: Standard
Empty Room
Tax on Freight & Install Only
*DUAL ONLY
*50% discount approved by DH & HB

03.27.26: Updated pricing - JLP
03.10.26: R6 - Finishes and cables selected. - JLP
01.23.26: R4 - Turned fixed desks in 105-107 and added CPU cabinets and peds, updated SUP1-5 monitor layout. - JLP
01.12.26: R3 - Updated fixed desks in 105-107. - JLP
12.26.2025: R2 - ROOM 105, 106, 107 to be fixed desks *monitors NOT to be visible - do not need to be stacked; (4) Separate QUOTES:
Training Room, ROOM 111 & 112, ROOM 105, 106, 107, 2 DUAL - MND

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 17.0 LF @ \$388.000/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$6,596.00	50.00 %	\$3,298.00	\$3,298.00
2.00	14487-3D.	Adj. Table Worksurface - Corner Dual Surface - 78L x 78R - Cable Management Included	3	2.00 EA	\$3,065.00	50.00 %	\$1,532.50	\$3,065.00
3.00	15702	L5 Table Base	5	2.00 EA	\$9,278.00	50.00 %	\$4,639.00	\$9,278.00
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 78L x 78R 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 4 Total: \$4,060.00	7	2.00 EA	\$6,847.00	50.00 %	\$3,423.50	\$6,847.00
5.00	16874	Display Port Cable 20 ft M/M	9	16.00 EA	\$124.00	50.00 %	\$62.00	\$992.00
5.01	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	11	2.00 EA	\$841.00	50.00 %	\$420.50	\$841.00

Xybix Systems
 8207 SouthPark Circle
 Littleton CO 80120
 Phone: 303-683-5656
 Fax: 303-683-5454
 jenniferp



Quote Number: 37817

Quote Date: 3/27/2026
 Revision: E
 Orig Create Date: 3/10/2026
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 Opp #: 0032939

Quote

Terms: NET 30

Page: 2 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	12	2.00 EA	\$196.00	50.00 %	\$98.00	\$196.00
6.01	11792-BLK	Power Bar, 10 Outlet, 15 ft, Black Sticker, Includes Mounting Clips	13	2.00 EA	\$185.00	50.00 %	\$92.50	\$185.00
6.02	11792-OR	Power Bar, 10 Outlet, 15 ft, Orange Sticker, Includes Mounting Clips	14	2.00 EA	\$185.00	50.00 %	\$92.50	\$185.00
7.00	16708.	Axys Control System with Fan Base Price: \$2,121.00 16707AXS - Heat - \$675.00 16709AXS - Task Lights - \$270.00 16712AXS - Down Bias Lighting - \$159.00	16	2.00 EA	\$3,225.00	50.00 %	\$1,612.50	\$3,225.00
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black	17	2.00 EA	\$364.00	50.00 %	\$182.00	\$364.00
10.00	12033-3D.	Return Worksurface - 18Wx36D	26	2.00 EA	\$782.00	50.00 %	\$391.00	\$782.00
11.00	17031	Cable Bridge, Corner, Right	27	2.00 EA	\$311.00	50.00 %	\$155.50	\$311.00
OPEN MARKET								
12.00	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	29	2.00 EA	\$1,548.00	50.00 %	\$774.00	\$1,548.00
90.00	16139	Installers Kit Eagle Line	40	2.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	41	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (41) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - Box Truck	1,490.63
2.) Installation	7,986.75

List Price Total:	\$62,234.00	Lines Total:	\$31,117.00
		Line Miscellaneous Charges Total:	\$9,477.38
		Taxes Total:	\$660.56
		Quote Total:	\$41,254.94

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
jenniferp



Quote Number: 37817

Quote Date: 3/27/2026
Revision: E
Orig Create Date: 3/10/2026
Expires: 6/8/2026
Opp #: 0032939

Quote

Terms: NET 30

Page: 3 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
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Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
jenniferp



Quote Number: 37818

Quote Date: 3/27/2026
Revision: F
Orig Create Date: 3/27/2026
Expires: 6/25/2026
Opp #: 0032939

Quote

Terms: NET 30

Page: 1 of 2

QUOTE TO: Acct: PECVALRONM Pecos Valley Regional Communications Center State of New Mexico Dept. of Finance & Admin ATTN: Nicholas Losito, 407 Galisteo Street Bataan Memorial Bldg., Room 202 Santa Fe NM 87504 Phone: Email:	SHIP TO: Pecos Valley Regional Communications Center 1 Saint Mary's Place Roswell, NM 88203 USA Salesperson: EFFIE BAKER Phone: (720) 919-1266 Email: EffieB@xybix.com
--	---

New Mexico State Contract
Contract #: 30-00000-23-00062
Product Line: Eagle Line
Install Type: Standard
Empty Room
Tax on Freight & Install Only
*TRAINING ONLY
*50% discount approved by DH and HB

03.27.26 - Updated pricing. - JLP
03.26.26: Add Line 30.01 in to Quote -kmr
03.10.26: R6 - Finishes and cables selected. - JLP
01.23.26: R4 - Turned fixed desks in 105-107 and added CPU cabinets and peds, updated SUP1-5 monitor layout. - JLP
01.12.26: R3 - Updated fixed desks in 105-107. - JLP
12.26.2025: R2 - ROOM 105, 106, 107 to be fixed desks *monitors NOT to be visible - do not need to be stacked; (4) Separate QUOTES:
Training Room, ROOM 111 & 112, ROOM 105, 106, 107, 2 DUAL - MND

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	2	6.00 EA	\$196.00	50.00 %	\$98.00	\$588.00
6.01	16891	Grommet, Round, 80 mm, Power Data, 2 AC Outlet, 1 USB Charge, 1 USB-C Charge, 1 CAT6, 1 HDMI, Black, 6 ft	3	6.00 EA	\$150.00	50.00 %	\$75.00	\$450.00
18.00	14663.	Nesting Table W/Castors 72WX24D - 30H	1	6.00 EA	\$1,951.00	50.00 %	\$975.50	\$5,853.00
30.00	Chair	2600-07-VSS-Grade-01-Origin-Jet- HR-LT-B1-Y1-C1M rm Pad Front-to-Back Adjustment: Arm Pad Front-to-Back Adjustment: N/A Arm Pad Horizontal Adjustment (range): 1.60" range of travel Arm Pad Length: 10.20" Arm Pad Pivot (inwards): N/A Arm Pad Pivot (outwards): N/A Arm Pad Width: 3.95" Armrest Height (range): 4.5"-7.50" Armrest Height Adjustment: 3.00" Armrest Rotation: N/A Width Between Armrests: 14.50"- 22.00" Components Cylinder: Black Cylinder - Standard Cylinder (Y1) Lumbar: Sliding Lumbar Base: Marquis Base - Black - 26" Diameter (B1)	5	24.00 EA	\$572.54	0.00 %	\$572.54	\$13,740.96

Xybix Systems
 8207 SouthPark Circle
 Littleton CO 80120
 Phone: 303-683-5656
 Fax: 303-683-5454
 jenniferp



Quote Number: 37818

Quote Date: 3/27/2026
 Revision: F
 Orig Create Date: 3/27/2026
 Expires: 6/25/2026
 Opp #: 0032939

Quote

Terms: NET 30

Page: 2 of 2

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
30.01	Delivery and Assembly	Delivery and assembly of chair. Removal of garbage.	6	1.00 EA	\$1,926.00	0.00 %	\$1,926.00	\$1,926.00
90.00	16139	Installers Kit Eagle Line	7	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	4	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (4) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - Box Truck	1,490.63
2.) Installation	6,079.50

List Price Total:	\$29,448.96	Lines Total:	\$22,557.96
		Line Miscellaneous Charges Total:	\$7,570.13
		Taxes Total:	\$502.83
		Quote Total:	\$30,630.92

Note 1:
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
 Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner



Quote Number: 37818

Quote Date: 3/26/2026
Revision: E
Orig Create Date: 3/26/2026
Expires: 6/24/2026
Opp #: 0032939

Quote

Terms: NET 30

Page: 1 of 2

QUOTE TO:

Acct: PECVALRONM

Pecos Valley Regional Communications Center
State of New Mexico Dept. of Finance & Admin
ATTN: Nicholas Losito, 407 Galisteo Street
Bataan Memorial Bldg., Room 202
Santa Fe NM 87504

SHIP TO:

Pecos Valley Regional Communications Center
1 Saint Mary's Place
Roswell, NM 88203
USA

Salesperson: EFFIE BAKER
Phone: (720) 919-1266
Email: EffieB@xybix.com

Phone:
Email:

New Mexico State Contract
Contract #: 30-00000-23-00062
Product Line: Eagle Line
Install Type: Standard
Empty Room
Tax on Freight & Install Only
*TRAINING ONLY

03.26.26: Add Line 30.01 in to Quote -kmr
03.10.26: R6 - Finishes and cables selected. - JLP
01.23.26: R4 - Turned fixed desks in 105-107 and added CPU cabinets and peds, updated SUP1-5 monitor layout. - JLP
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Training Room, ROOM 111 & 112, ROOM 105, 106, 107, 2 DUAL - MND

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	2	6.00 EA	\$196.00	45.00 %	\$107.80	\$646.80
6.01	16891	Grommet, Round, 80 mm, Power Data, 2 AC Outlet, 1 USB Charge, 1 USB-C Charge, 1 CAT6, 1 HDMI, Black, 6 ft	3	6.00 EA	\$150.00	45.00 %	\$82.50	\$495.00
18.00	14663.	Nesting Table W/Castors 72WX24D - 30H	1	6.00 EA	\$1,951.00	45.00 %	\$1,073.05	\$6,438.30
30.00	Chair	2600-07-VSS-Grade-01-Origin-Jet- HR-LT-B1-Y1-C1M rm Pad Front-to-Back Adjustment: Arm Pad Front-to-Back Adjustment: N/A Arm Pad Horizontal Adjustment (range): 1.60" range of travel Arm Pad Length: 10.20" Arm Pad Pivot (inwards): N/A Arm Pad Pivot (outwards): N/A Arm Pad Width: 3.95" Armrest Height (range): 4.5"-7.50" Armrest Height Adjustment: 3.00" Armrest Rotation: N/A Width Between Armrests: 14.50"- 22.00" Components Cylinder: Black Cylinder - Standard Cylinder (Y1) Lumbar: Sliding Lumbar Base: Marquis Base - Black - 26" Diameter (B1)	5	24.00 EA	\$572.54	0.00 %	\$572.54	\$13,740.96
30.01	Delivery and Assembly	Delivery and assembly of chair. Removal of garbage.	1	1.00 EA	\$1,926.00	0.00 %	\$1,926.00	\$1,926.00

Xybix Systems
 8207 SouthPark Circle
 Littleton CO 80120
 Phone: 303-683-5656
 Fax: 303-683-5454
 kristiner



Quote Number: 37818

Quote Date: 3/26/2026
 Revision: E
 Orig Create Date: 3/26/2026
 Expires: 6/24/2026
 Opp #: 0032939

Quote

Terms: NET 30

Page: 2 of 2

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
90.00	16139	Installers Kit Eagle Line	7	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	4	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
Line (4) - Miscellaneous Charge -								
Description								Ext. Price
1.) Freight - Box Truck								1,490.63
2.) Installation								6,079.50
List Price Total:			\$29,448.96		Lines Total:		\$23,247.06	
					Line Miscellaneous Charges		\$7,570.13	
					Total:			
					Taxes Total:		\$502.83	
					Quote Total:		\$31,320.02	

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
 Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
jenniferp



Quote Number: 37685

Quote Date: 3/27/2026
Revision: D
Orig Create Date: 3/27/2026
Expires: 6/25/2026
Opp #: 0032938

Quote

Terms: NET 30

Page: 1 of 3

QUOTE TO: Acct: PECVALRONM Pecos Valley Regional Communications Center State of New Mexico Dept. of Finance & Admin ATTN: Nicholas Losito, 407 Galisteo Street Bataan Memorial Bldg., Room 202 Santa Fe NM 87504 Phone: Email:	SHIP TO: Pecos Valley Regional Communications Center 1 Saint Mary's Place Roswell, NM 88203 USA Salesperson: EFFIE BAKER Phone: (720) 919-1266 Email: EffieB@xybix.com
---	--

New Mexico State
Contract #: 30-00000-23-00062
Product Line: Eagle Line
Install Type: Standard
Live Cut: 4
Removal & Relocate: (7) qty.
Tax on Product Only
*50% discount approved per DH and HB

03.27.26 - Updated pricing. - JLP
03.16.2026 -Updated panel system price, customer is reusing panel frames. -kmr
03.16.26: R3 - Updated confirmed finishes. - JLP
12.10.25: R2 - Revised to relocating 7 existing and showing 2 future positions. - JLP
12.05.25: R1 - Option 1 selected, made positions 2 and 4 future positions. - JLP

REMOVAL OF EXISTING:

All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations.
Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	C-12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 5.5 LF @ \$287.000/LF 12343-1-DS - 29-48in - 17.5 LF @ \$388.000/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black Panel System Reconfigure Panel Frame Reuse Price reduced by \$5,509.00 off List Price Panel Frames being reused below: Panel Frame 48h x 18w Qty - 3 Panel Frame 48h x 36w Qty - 9 Panel Frame 48h x 42w Qty - 9 Panel Frame 48h x 48w Qty - 3	1	1.00 EA	\$2,859.50	50.00 %	\$1,429.75	\$1,429.75
1.01	13771.	Panel Tile 11437-18HX36W W-Fabric	2	1.00 EA	\$187.00	50.00 %	\$93.50	\$93.50

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
jenniferp



Quote Number: 37685

Quote Date: 3/27/2026
Revision: D
Orig Create Date: 3/27/2026
Expires: 6/25/2026
Opp #: 0032938

Quote

Terms: NET 30

Page: 2 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.02	13771.	Panel Tile 11438-18HX42W W-Fabric	3	1.00 EA	\$187.00	50.00 %	\$93.50	\$93.50
1.03	13771.	Panel Tile 11439-18HX48W W-Fabric	4	2.00 EA	\$187.00	50.00 %	\$93.50	\$187.00
1.04	13771.	Panel Tile 11444-24HX36W W-Fabric	5	1.00 EA	\$187.00	50.00 %	\$93.50	\$93.50
1.05	13771.	Panel Tile 11445-24HX42W W-Fabric	6	1.00 EA	\$187.00	50.00 %	\$93.50	\$93.50
1.06	13771.	Panel Tile 11446-24HX48W W-Fabric	7	2.00 EA	\$187.00	50.00 %	\$93.50	\$187.00
1.07	13117-BLK	Top Cap, 36 in, Black	37	1.00 EA	\$74.00	50.00 %	\$37.00	\$37.00
1.08	13118-BLK	Top Cap, 42 in, Black	38	3.00 EA	\$84.00	50.00 %	\$42.00	\$126.00
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	19	1.00 EA	\$196.00	50.00 %	\$98.00	\$98.00
10.00	12033.	Return Worksurface - 18Wx36D	26	1.00 EA	\$709.00	50.00 %	\$354.50	\$354.50
11.01	C-15221-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 20.6Wx48H Right Access 2 Additional Fans	28	2.00 EA	\$3,775.00	50.00 %	\$1,887.50	\$3,775.00
12.00	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	29	1.00 EA	\$1,548.00	50.00 %	\$774.00	\$774.00
18.00	14655	Wall Screw Anchor Kit	36	4.00 EA	\$17.00	50.00 %	\$8.50	\$34.00
18.01	12235	Bracket, Support, L, 18 in, Black	31	4.00 EA	\$57.00	50.00 %	\$28.50	\$114.00
90.00	16139	Installers Kit Eagle Line	34	7.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	35	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (35) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - Box Truck	1,518.75
2.) Truck Fee	375.00
3.) Installation	12,456.50
4.) Removal & Relocation (7)	1,500.00

List Price Total:	\$14,980.50	Lines Total:	\$7,490.25
		Line Miscellaneous Charges Total:	\$15,850.25
		Taxes Total:	\$1,154.32
		Quote Total:	\$24,494.82

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
jenniferp



Quote Number: 37685

Quote Date: 3/27/2026
Revision: D
Orig Create Date: 3/27/2026
Expires: 6/25/2026
Opp #: 0032938

Quote

Terms: NET 30

Page: 3 of 3

Line	Part Num	Desc	Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
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Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 3/27/2026

Page #: 1 of 3

Documents #: OP-000901124
SO-001020905

Solution Name: PVRCC - Intrado Existing
System Move

Customer: Pecos Valley Regional
Communications Center

Solution Summary

PVRCC - Intrado Existing System Move

Customer: Pecos Valley Regional Communications Center	Primary Contact: Alison R. Herring
Ship To Address: 1 SAINT MARYS PL Attn: Nick Losito ROSWELL, NM 88203-5400	Email: a.herring@roswell-nm.gov
Bill To Address: 407 GALISTEO ST STE 202 BATAAN MEMORIAL BLDG Attn: Nicholas Losito SANTA FE, NM 87501-2646	Phone: 575-624-7590
Customer ID: VTWPECVAL0001	Account Executive: Melanie Hager
Customer PO:	Email: MHager@onec1.com
	Phone: +16517967009

Solution Summary	Billing Frequency	Due	Total Project
Hardware	Per the Agreement	\$4,500.00	\$4,500.00
Professional Services	One-Time	\$50,512.00	\$50,512.00
Project Subtotal			\$55,012.00
Estimated Tax			\$4,177.75
Estimated Freight			NOT INCLUDED
Estimated Recycle Fee			NOT INCLUDED
Project Total			\$59,189.75



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 3/27/2026

Page #: 2 of 3

Documents #: OP-000901124
SO-001020905

Solution Name: PVRCC - Intrado Existing
System Move

Customer: Pecos Valley Regional
Communications Center

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1's predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Notwithstanding anything to the contrary stated above, this Order is subject to the terms and conditions of the Public Sector Contract referenced herein, and such Public Sector Contract supersedes all references to a Master Sales Agreement, the Online General Terms and Conditions, and/or a Legacy Master Agreement referred above.

Products and/or Services not specifically itemized are not provided hereunder.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

This Order is valid for thirty (30) days from the date issued. Due to market volatility and supplier pricing changes, Seller reserves the right to adjust pricing or rescind and reissue this Order at any time prior to shipment if the original equipment manufacturer (OEM) or other supplier increases its pricing, imposes surcharges, modifies discount structures, or otherwise increases Seller's cost for the Products. Additionally, if the OEM or other supplier cancels an order, in whole or in part, placed by Seller on behalf of Customer, Seller may cancel this Order, in whole or in part, at any time up to forty-five (45) days prior to the scheduled ship date to align with the OEM's or other supplier's cancellation rights. Seller will provide written notice of any such adjustment. After the expiration of the 30-day period, this Order shall be of no force or effect, and any new Order shall be subject to then-current pricing and availability.

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

NOTE: Existing system move will result in downtime. Move timeline is estimated for approximately 15 working days with 2 technicians.



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 3/27/2026

Page #: 3 of 3

Documents #: OP-000901124
SO-001020905

Solution Name: PVRCC - Intrado Existing
System Move

Customer: Pecos Valley Regional
Communications Center

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Professional Services										
1	Installation/Implementation	C1 Technician	40-36100-24-05893		1				\$41,128.00	\$41,128.00
		Comment: 240 hours (2 Technicians)								
2	Project Management	Project Management	40-36100-24-05893		1				\$9,384.00	\$9,384.00
		Comment: 48 hours								
Professional Services Subtotal:										\$50,512.00
Hardware/Material										
3	Installation/Implementation	Miscellaneous Hardware/Materials. Items will be supplied and invoiced solely upon written approval from the Customer.	40-36100-24-05893		1				\$4,500.00	\$4,500.00
Hardware/Material Subtotal:							\$0.00			\$4,500.00
Total:							\$0.00		\$55,012.00	\$55,012.00



Proposal

4860 Pan American Fwy NE
Albuquerque, NM 87109
Phone: (505) 889-0195
General Contractor No. 382748

Sales Order #	202752
Date	Dec 1, 2025
Customer PO	TBD
Customer	City of Roswell
Salesperson	Stuart Hamilton
Project #	13795
Terms	PREPAY
Page	1 of 2

Bill To

City of Roswell
1 Saint Marys Pl
Roswell, NM 88203

ATTN: Teri Best
Phone: (575) 624-7590
Email: t.best@roswell-nm.gov

Ship To

City of Roswell
1 Saint Marys Pl
Roswell, NM 88203

ATTN: Teri Best
Phone: (575) 624-7590
Email: t.best@roswell-nm.gov

CONTRACT INFORMATION BELOW MUST APPEAR
ON YOUR PURCHASE ORDER

State of New Mexico Contract #80-000-17-00025 , Contract Valid through December 20, 2025

Make purchase order to:

Herman Miller c/o Goodmans Interior Structures, 855 E Main St, Zeeland, MI 49464

Make payment to:

Herman Miller, 22764 Network Pl, Chicago, IL 60673-1227

**

Proposal expires 30 days from date printed above

**

Account Manager: Stuart Hamilton, Tel: 505-289-1372, shamilton@Goodmans.com

**

DROP SHIP - SHIPMENT DIRECTLY TO CUSTOMER LOCATION FROM MANUFACTURER

When goods are received at Customer's location, Customer accepts responsibility for unloading, inspecting and noting freight damage on bill of lading and filing freight claim(s) with the carrier. Customer agrees that it shall not withhold payment of invoices, in whole or in part, due to claims for concealed or apparent damage.

**

Line	Quantity	Description	List	Unit Price	Extended Amount
1	12.00 Each	Herman Miller AER1C22DW--ALP-G1-G1-G1-C7-BK-231-03 +Wk Chair,c size,standard-height range,tilt limiter,fully adj arms,nonuphst armpads OPTION: ALP:+adjustable posturefit SL OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite % Off List: 64.50	2,343.00	831.77	9,981.24



Proposal

4860 Pan American Fwy NE
Albuquerque, NM 87109
Phone: (505) 889-0195
General Contractor No. 382748

Sales Order #	202752
Date	Dec 1, 2025
Customer PO	TBD
Customer	City of Roswell
Salesperson	Stuart Hamilton
Project #	13795
Terms	PREPAY
Page	2 of 2

Order Sub-Total : \$9,981.24

TOTAL ORDER : \$9,981.24

Required Deposit 100.0% : \$9,981.24

Tariffs and tariff surcharges are a tax imposed by the Federal government, and should they be levied against Goodmans it is the customer's responsibility to pay. In the event of such charges, Goodmans reserves the right to adjust the final pricing accordingly.

Signature is acceptance of this project proposal and Goodmans' Terms and Conditions

Signature

Date

(Print) Name and Title



Proposal

4860 Pan American Fwy NE
Albuquerque, NM 87109
Phone: (505) 889-0195
General Contractor No. 382748

Sales Order #	202766
Date	Dec 1, 2025
Customer PO	TBD
Customer	City of Roswell
Salesperson	Stuart Hamilton
Project #	13795
Terms	PREPAY
Page	1 of 2

Bill To

City of Roswell
1 Saint Marys Pl
Roswell, NM 88203

ATTN: Teri Best
Phone: (575) 624-7590
Email: t.best@roswell-nm.gov

Ship To

City of Roswell
1 Saint Marys Pl
Roswell, NM 88203

ATTN: Teri Best
Phone: (575) 624-7590
Email: t.best@roswell-nm.gov

CONTRACT INFORMATION BELOW MUST APPEAR
ON YOUR PURCHASE ORDER

State of New Mexico Contract #80-000-17-00025 , Contract Valid through December 20, 2025

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Herman Miller, 22764 Network Pl, Chicago, IL 60673-1227

**

Proposal expires 30 days from date printed above

**

Account Manager: Stuart Hamilton, Tel: 505-289-1372, shamilton@Goodmans.com

**

DROP SHIP - SHIPMENT DIRECTLY TO CUSTOMER LOCATION FROM MANUFACTURER

When goods are received at Customer's location, Customer accepts responsibility for unloading, inspecting and noting freight damage on bill of lading and filing freight claim(s) with the carrier. Customer agrees that it shall not withhold payment of invoices, in whole or in part, due to claims for concealed or apparent damage.

**

Line	Quantity	Description	List	Unit Price	Extended Amount
1	6.00 Each	Herman Miller AER1C22DW--ALP-G1-G1-G1-C7-BK-231-03 +Wk Chair,c size,standard-height range,tilt limiter,fully adj arms,nonuphst armpads OPTION: ALP:+adjustable posturefit SL OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite % Off List: 64.50	2,343.00	831.77	4,990.62



4860 Pan American Fwy NE
Albuquerque, NM 87109
Phone: (505) 889-0195
General Contractor No. 382748

Proposal

Sales Order #	202766
Date	Dec 1, 2025
Customer PO	TBD
Customer	City of Roswell
Salesperson	Stuart Hamilton
Project #	13795
Terms	PREPAY
Page	2 of 2

Order Sub-Total : \$4,990.62

TOTAL ORDER : \$4,990.62

Required Deposit 100.0% : \$4,990.62

Tariffs and tariff surcharges are a tax imposed by the Federal government, and should they be levied against Goodmans it is the customer's responsibility to pay. In the event of such charges, Goodmans reserves the right to adjust the final pricing accordingly.

Signature is acceptance of this project proposal and Goodmans' Terms and Conditions

Signature

Date

(Print) Name and Title

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

24.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: C. Josh Nairn-Mahan

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Approval of a task order to Parkhill Smith & Cooper Inc. for the permit renewal for the Roswell Municipal Landfill for \$243,284.49 This will be utilizing RFP-25-002 Engineering & Architectural Services. (Corn/Chaparro)

BACKGROUND:

The Roswell Municipal Landfill has a 20 year permit to operate issued by the State. This permit is to expire in 2027, with the State requiring the permit application to be submitted no later than one year before it expires.

In FY19 a purchase order was made to Souder Miller and Associates (SMA) to do a Permit Renewal for the Roswell Municipal Landfill. At the time it was considered early as the permit was set to be renewed in August of 2026.

- From 2018-early 2020 invoices were sent to show progress was being made.
- Since the second half of 2020 SMA would intermittently send an invoice usually only once a year stating they where working on the permit
- Director went up in early 2024 to see documents but was told because they didn't expect him they didn't have anything for him to see
- November 2025 Forward monthly emails asking for updates
- January 25,2026 Letter from the State reminding the department of the hard deadlines for both a pre-application meeting and for submittal of the permit
- May 4, 2026 Phone call with the state raising the red flag of nothing being communicated to them
- May 2026 Legal sent a letter to SMA informing them they have been removed from the project

Parkhill s dedicating a team to be fully focused on this. Once the PO is cut they will set up a pre-application meeting with the State and submit the application. They have a path moving forward so we do not incur any fines or be out of compliance due to an expired permit.

FINANCIAL CONSIDERATION

We will be pulling the funds from the following lines:

- 52014342-654801 Contract-Professional Services
- 52014342-817503 Capital Outlay-Building/Improv
- 52014342-817504 Capital Outlay-Infrastructure
- 52014342-817505 Capital Outlay-Equipment
- 52014342-817506 Capital Outlay-Vehicles
- 52014342-817508 Capital Outlay-Land Improve

The City Treasurer has approved this action.

LEGAL REVIEW:

The City Attorney has approved this action. Legal is reviewing the contract for non-compliance.

BOARD AND COMMITTEE ACTION:

This item was placed on the City Council agenda by Mayor Timothy Z. Jennings.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Roswell Municipal Landfill: Application for Permit Renewal and Modification: Phase 1
Molzen Corbin (Opt out)

May 6, 2026

Mr. Abraham Chaparro
Solid Waste Director, City of Roswell
3006 W. Brasher Road
Roswell, New Mexico 88203

Re: Roswell Municipal Landfill:
Application for Permit Renewal and Modification: Phase 1

Dear Mr. Chaparro:

Consistent with your recent request, Parkhill is pleased to provide the City of Roswell (City) this Proposal to modify and renew the Solid Waste Permit for the Roswell Municipal Landfill. The Scope of Services for this proposal is provided as Exhibit A and is intended to address the requirements of the 2007 New Mexico Solid Waste Rules for permit renewal and modification. The associated Engineering Opinion of Probable Cost (EOPC) is provided as Exhibit B.

We propose to complete this project on a Lump Sum basis, with monthly invoicing. Should actual costs exceed the estimated costs, we will provide the City with an updated scope and budget for approval prior to implementation. New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs while Parkhill employees are in the State of New Mexico. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense. Gross Receipts Tax is not included within the lump sum fee limit.

Should you find this Proposal acceptable, please indicate your Authorization to Proceed by signing the Acceptance Sheet for Task Order Permit Renewal 2026.03 provided as Exhibit C and e-mailing a copy to us.

We appreciate this opportunity of providing ongoing professional engineering services for the Roswell Municipal Landfill. Please contact us if you have any questions or if we can be of additional assistance at 505.504.7764.

Sincerely,

PARKHILL

By 
Tyler Zack, PE
Civil Engineer | Associate

By 
Michael J. Crepeau, PE
Senior Project Manager | Senior Associate

TSZ/MJC/pg

Enclosures: Exhibit A – Task Order 2026.03 Scope of Services
Exhibit B – Engineering Opinion of Probable Cost
Exhibit C – Task Order 2026.03 Acceptance Sheet

Exhibit A: Task Order 2026.03 Scope of Services

EXHIBIT A

Task Order 2026.03
Scope of Services
Roswell Municipal Landfill
Application for Permit Renewal and Modification
Phase 1

The existing 20-year Solid Waste Permit for the Roswell Municipal Landfill (RML) expires on August 31, 2027. Consistent with the provisions of 20.9.3.25.A NMAC of the 2007 New Mexico Solid Waste Rules (Rules), an Application for Permit Renewal and Modification (Application) must be submitted to the New Mexico Environment Department (NMED) Resource Recovery Bureau (RRB) no later than 12 months prior to the expiration date of the Permit (i.e., on or before August 31, 2026). This Scope of Services represents “Phase 1” of the permit renewal and modification process for RML and encompasses the level of effort we anticipate will be required to develop and submit a complete Application. Given the compressed project schedule, Parkhill will make every reasonable effort to complete the full Permit Application by the regulatory deadline of August 31, 2027. However, a full Application for Permit Renewal and Modification typically requires 12 months to complete, while the current project schedule provides approximately four months to complete this effort. As a result, it may not be possible to complete all components of the Application within the available timeframe. If it becomes evident that the full Application cannot be completed by the regulatory deadline, Parkhill will coordinate closely with the City and NMED to develop an alternative deliverable, which may include incremental submittal of the Application. Phases 2 and 3 of this project, which are the subject of future scopes of service and budgets to be submitted to the City, include responding to NMED requests for additional information (RAIs) and public hearing and post-hearing support, respectively.

TASK 1.0 PROJECT MANAGEMENT

Project management includes meetings and communications with the City, NMED, subconsultants, etc. Also included in this task are senior review and quality control of project deliverables, as well as maintenance of scope, schedule, and budget. This task includes senior Parkhill attendance at the mandatory Pre-Application meeting with the RRB.

TASK 2.0 PERMIT APPLICATION

The 2007 RML Permit Application will be updated in accordance with the 2007 Rules codified in 20.9.2-20.9.10 NMAC. The Application will consist of up to six volumes (in six binders), as well as a set of 24 x 36-inch sealed Permit Plans (i.e., engineering drawings):

Volume I – Permit Application Text

Volume I includes a direct written response to each of the Rules in 20.9.2-20.9.10 NMAC, with supporting figures, tables, and attachments. A permit application fee (20.9.3.39 NMAC) of \$19,000 is required to be submitted by the City with the Application and is not included as part of our Engineering Opinion of Probable Cost (EOPC). The application fee consists of \$10,000 for the permit application, \$5,000 for Permit Modification due to lateral expansion of the site (i.e., the addition of an asbestos monofil), and \$1,000 for each of the four standard special wastes (offal, PCS, industrial solid waste (ISW), and sludge). Should RML select an alternative combination of wastes, the permit fee will vary.

Volume II – Landfill Management Plans

The Landfill Management Plans from the 2007 Permit Application were developed consistent with the 1995 Rules. Between 2007 and 2025, select Landfill Management Plans were updated by Parkhill and others in order to comply with the 2007 Rules. We will review each Plan to ensure compliance with the 2007 Rules and prevailing RRB policies, and will provide updates of the Plans, as applicable. Examples of updates include providing current Operator Certificates; changes to facility operations, facility layout, closure/post-closure (C/PC) costs, site personnel, etc. Volume II will include the following Management Plans:

- Engineering drawings (Permit Plans) will be provided at reduced size (11 X 17) as Section 1 of Volume II.
- Plan of Operations.
- Contingency Plan.
- Construction Quality Assurance Plan.
- Closure/Post-Closure Plan.
- Landfill Gas Management Plan.
- Leachate Management Plan.
- Transportation Plan.
- Special Waste Disposal Management Plans.
- Waste Screening and Inspection Plan.

Volume III – Landfill Engineering Calculations

Volume III includes detailed engineering calculations and supporting figures, tables, and attachments. This Volume typically consists of a set of calculations including volumetrics, slope stability, drainage, HELP modeling, etc. As part of design efforts, Parkhill will also conduct an updated aerial topographic survey of the facility.

Volume IV – Siting and Land Use

Volume IV.1 will summarize the requirements for and compliance with siting criteria, including supporting figures, tables, communications, and exhibits, to address the requirements of 20.9.4.9 NMAC and NMED's prevailing policies. This includes the preliminary site characterization studies completed as part of the 2007 Permit Application. Volume IV.2 will provide a summary of land use and demographics for Chaves County and the City of Roswell.

Additionally, pursuant to 20.9.3.8.D NMAC, any applicant seeking a permit modification for a landfill resulting in a lateral or vertical expansion must demonstrate to the secretary that the proposed facility is not located in a vulnerable area. Parkhill has extensive experience in developing this demonstration. A vulnerable area is an area within a four-mile radius around the proposed facility that:

1. Has a percentage of economically stressed households greater than the state percentage within any square mile of the proposed facility and;
2. Where the New Mexico portion has a population of 50 people or more within any square mile within the four-mile radius;
3. Has within it 3 or more regulated facilities not including the applicant's facility.

A Vulnerable Area Assessment (VAA) will be prepared to provide a determination whether or not RML is located within a "vulnerable area", as listed above. The Rules require that "[a]ny person seeking an initial permit for a landfill or a transformation facility, or for a permit modification of a landfill resulting in a lateral or vertical expansion, excluding an on-site scrap tire monofill, shall first submit to the secretary the information that is necessary for the secretary to determine if the proposed site is in a vulnerable area" (20.9.2.7.V(3) NMAC). The VAA will be submitted to NMED early in the Application development process in order to allow the secretary ample time for review and to render a determination. The secretary's determination establishes whether or not the Applicant is required to prepare a mandatory "Community Impact Assessment" (CIA) for the site. If a CIA is required, we will notify the City accordingly to discuss scope and budgetary impacts prior to implementation.

Volume V – Hydrogeology and Groundwater

Volume V.1 will include a summary of the results of the original geotechnical investigation(s), a summary of any proposed new geotechnical investigations to support the proposed lateral expansion (i.e., consistent and homogeneous subsurface), and site-specific and regional geology and hydrogeology. Volume V.2 will include the updated Groundwater Monitoring System Plan prepared in compliance with 20.9.9 NMAC and prevailing RRB policies.

Volume VI – Supporting Documentation

Volume VI will include documentation for Financial Assurance, Notice of Application, Disclosure, and the Community Information Meeting (see Task 4.0).

As part of this task, we plan to provide the City with an electronic copy of a draft Plan of Operations (including the Permit Plans) for review and comment prior to submittal of the final versions to NMED on or before August 31, 2026. We respectfully request that the City provide us with comments within 30 days of receipt of the draft Plan.

TASK 3.0 NOTICE OF APPLICATION

Parkhill will perform the Public Notice actions required by 20.9.3.8.G NMAC of the Rules, which requires issuance of a bilingual Public Notification of Application that is typically issued concurrent with formal filing of the Application with NMED. Parkhill will draft the Public Notification language and provide the document to the City for review and comment prior to submitting the language to NMED for review and approval. Following is a summary of key Public Notice tasks we plan to perform:

Translation

Once NMED has approved the Draft Public Notice language, the document is required to be translated in Spanish by a certified translator. Parkhill will provide an ATA-Certified Translator to complete the translation.

Mailings

The Public Notice will be provided via certified mail (return-receipt requested) to the property owners of record within the regulated radius of the solid waste facility boundary. Determination of the notification radius will be based on the requirements of 20.9.3.8.G(1) NMAC and the classification of Chaves County at the time of Application submittal. Parkhill will obtain an updated property owners list and map from the County Assessor in order to issue the mailings to the current owners of record. Mailings will also be sent to interested parties identified by the RRB, if any. In addition, the Public Notice will be provided by certified mail to all municipalities and counties in which the facility is located and to the governing body of any county, municipality, Indian tribe or pueblo within ten miles of the site.

Publication

Public Notice will be published once in both English and Spanish in a newspaper of “general circulation” in the region in which the facility is located. In this case, we plan to publish the Notice in the *Roswell Daily Record* as a legal advertisement and as a display ad in one other place in the newspaper designed to give the general public the most effective notice.

Posting

The Rules require that the Public Notice be posted in at least eight publicly accessible and conspicuous places (i.e., post office, library, community centers, other government buildings), including the entrance to the facility, as negotiated with NMED. It is our understanding that Parkhill will conduct posting of the Public Notice.

Additional Notifications

NMED requires an additional method of notification to satisfy the “other media” requirement, which is typically satisfied via the distribution of flyers and/or radio Public Service Announcements (PSAs). It is our understanding that the City will distribute flyers and issue a PSA. Parkhill will provide the City with electronic copies of the NMED-approved Public Notice for posting flyers and the PSA.

TASK 4.0 COMMUNITY INFORMATION MEETING AND REPORT

NMED recommends a minimum of one voluntary Community Information Meeting (CIM) to inform parties with a potentially significant interest in the City’s plans to re-permit the RML. The CIM provides a forum for the Applicant to inform the surrounding community of the plans for the facility, as well as to listen to and address community comments or concerns regarding the Application. It is our understanding that the City wishes to conduct a CIM and we are prepared to employ our extensive experience with advertising, coordinating, conducting, and reporting for the CIM. NMED requires that the Applicant submit a CIM Summary Report. Senior Parkhill representatives will attend and support the CIM and prepare the associated Summary Report,

which will be included in Volume VI.4 of the Application. The CIM will be scheduled to be held within 45 days of Application submittal to NMED.

FUTURE PHASES

Following is a summary of the services we plan to provide for Phases 2 and 3 of this project, which are not a part of this Scope of Services or EOPC, as the level of effort cannot be estimated at this time:

PHASE 2

■ REQUESTS FOR ADDITIONAL INFORMATION

NMED typically issues two requests for additional information (RAIs) during the Application review process, which can take up to 14 months to complete. Based on our experience with similar projects, the content of each RAI is highly variable. RAI #1 is typically issued by NMED to the Applicant 120 days after initial submittal of the Application. The Applicant, in turn, has up to 120 days to respond. RAI #2 is typically issued by NMED 90 days after receipt of the response to RAI #1. The Applicant, in turn, has up to 90 days to respond. NMED typically deems an Application administratively complete within 90 days after receipt of the response to RAI #2. Parkhill will review each RAI and provide formal written responses to each comment. We will provide the City with an electronic copy of our responses to each RAI for review and approval prior to formal submittal to NMED.

■ FINAL PERMIT

Once NMED deems the Application administratively complete, Parkhill will update the list of adjacent property owners (as required by the Rules) and provide the RRB with two complete hard copies each of the Application and Permit Plan Set (24 X 36-inch sealed drawings). We will prepare and distribute an electronic copy of the final Application and Permit Plan set to the City and NMED. We will also provide the City with two hard copies each of the Application and Permit Plan set. One hard copy of both the approved final Application and the final sealed Permit Plan set must be retained at the RML at all times the site is active.

PHASE 3

■ PUBLIC HEARING AND POST-HEARING SUPPORT

A Public Hearing will be required to complete the permitting process. Once the Application is deemed administratively complete, Parkhill will prepare and present technical testimony at the Public Hearing. The City will need to enlist legal counsel for assistance with the Public Hearing. Hearing costs (i.e., court reporter, translation and/or interpretation services) are shared between NMED and the City. Parkhill, in conjunction with the City's legal counsel, will ensure that the required filings have been submitted (e.g., the Statement of Intent to Present Technical Testimony). In addition, Parkhill will provide the relevant materials (PowerPoint® slides, maps, figures, reports, etc.) which support the Application at the Public Hearing.

Following the hearing, Parkhill will work with the City's legal counsel on draft Permit Conditions, Findings of Fact and Conclusions of Law, and review of the Hearing Officer's Recommendation of Decision, concluding with the Secretary's Final Order (i.e., the Permit). Third-party tasks not included in our scope of services include legal services, venue, court reporter, etc. NMED is responsible for Notice of Hearing.

Exhibit B: Engineering Opinion of Probable Cost



Exhibit B
Roswell Municipal Landfill
Application for Permit Renewal and Modification: Phase 1
Engineering Opinion of Probable Cost

Task Number	Task	Professional Labor	Subcontractor	Expenses	Task Budget Estimate
01	Project Management	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00
02	Permit Application	\$ 158,000.00	\$ 23,000.00	\$ -	\$ 181,000.00
03	Public Notice	\$ 12,200.00	\$ -	\$ 3,500.00	\$ 15,700.00
04	Community Information Meeting	\$ 13,500.00	\$ -	\$ 1,000.00	\$ 14,500.00
	ESTIMATED PROJECT SUBTOTAL	\$ 197,200.00	\$ 23,000.00	\$ 4,500.00	\$ 224,700.00
NMGRT (8.2708 %)					\$ 18,584.49
	ESTIMATED PROJECT TOTAL				\$ 243,284.49

Notes and Assumptions:

- 1. Permit Fees are NOT included in Total Project Estimate. Permit Fees are to be paid by the Applicant directly to NMED Solid Waste Bureau at the time of initial Application submittal. Permit Fees consists of an application fee of \$10,000, \$5,000 for permit modification due to lateral expansion, and \$1,000 for each anticipated special waste, for a total Fee of \$19,000.*
- 2. Parkhill will attend and prepare a presentation for one CIM. The City will provide meeting facilitator, translation services (if necessary), audio/visual equipment, and venue.*
- 3. Should actual costs exceed the estimates presented herein Parkhill will notify the City of Roswell and provide an updated scope and budget.*

Exhibit C: Task Order 2026.03 Acceptance Sheet



EXHIBIT C

TASK ORDER 2026.03 ACCEPTANCE SHEET

PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990

Description of Services: Application for Permit Renewal and Modification
Project Name: Roswell Municipal Landfill
Project Address: Roswell, NM
Date: May 6, 2026

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Roswell
Attention: Mr. Abraham Chaparro, Solid Waste Director
Address: 3006 W. Brasher Rd.
City/State: Roswell, NM
Zip Code: 88203
Telephone: (575) 624-6746
E-mail: a.chaparro@roswell-nm.gov

This Task Order acknowledges acceptance of the Scope of Services outlined in the attached Task Order dated May 6, 2026, in addition to the existing Agreement for Professional Services between the City of Roswell and Parkhill dated September 13, 2024 (City of Roswell Engineering and Architectural Service Agreement RFP-25-002); and is subject to the following special provisions/payment schedule:

Exhibit A – Task Order 2026.03 Scope of Services:

Proposed "Lump Sum" estimated fee of \$224,700.00 with Monthly Progress Payments.
Plus NMGR of \$18,584.49 (@ 8.2708%), for a Total Fee of \$243,284.49 as of the date of this Proposal.
Invoices will reflect the prevailing NMGR rate at the time of invoicing, which could affect the
Total Fee specified in this Proposal.

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

CITY OF ROSWELL

By (Signature)

By (Type/Print)

Title

Accepted _____, 2026

PARKHILL

By (Signature)

Michael Crepeau, PE
By (Type/Print)

Senior Associate
Title

Accepted May 6, 2026

Debbie Reyer

From: Jerry Paz <jpaz@molzencorbin.com>
Sent: Friday, May 8, 2026 3:43 PM
To: Debbie Reyer
Cc: Abraham Chaparro; James MacCornack
Subject: RE: URGENT/ RFP-25-002 / Landfill Permit Renewal/ Deadline 05142026

CAUTION: This email did **NOT** come from anyone using a valid City of Roswell email address. Review it carefully before opening any attachments or clicking any links inside the email.

Abraham:

Thank you for thinking of Molzen Corbin. Unfortunately, we are not able to work this into our schedule at this time. Please keep us in mind for future work.

Thanks,

Jerry B. Paz, P.E., M.ASCE, ENV SP

Chief Operations Officer

Past ASCE Society Director – Region 6

MOLZENCORBIN

505.242.5700 (Office)
505.990.6346 (Direct)
575.644.3517 (Cell)

MolzenCorbin.com

An Employee-Owned Company



From: Debbie Reyer <D.Reyer@roswell-nm.gov>
Sent: Thursday, May 7, 2026 11:30 AM
Cc: Abraham Chaparro <a.chaparro@roswell-nm.gov>; James MacCornack <j.maccornack@roswell-nm.gov>
Subject: URGENT/ RFP-25-002 / Landfill Permit Renewal/ Deadline 05142026
Importance: High

Good Morning,

I apologize for the reaching out so late. The Roswell Municipal Landfill Permit renewal is due by August 28, 2025 to the Resource and Recovery Bureau. The City of Roswell Solid Waste needs either a recusal or a quote before May 14, 2026 to be able to meet the tight deadline of this going before council.

****Important, please respond if not interested****

Thank you,



Debbie Reyer

Administrative Analyst

CITY OF ROSWELL • SOLID WASTE

575.624.6746 • Cell 575.246.1927 •

d.reyer@roswell-nm.gov

3006 W. Brasher Rd. Roswell, NM 88201/div>



roswell-nm.gov



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seeroswell.com

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**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

25.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: N/A

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Approval of a budget adjustment for SkyWest Airlines / United Express in the amount of \$748,617.26 pursuant to the Transportation Services Agreement with Roswell Air Center for the continued provision of scheduled nonstop jet service between Roswell Air Center (ROW) and Denver International Airport (DEN), with eligible costs to be submitted for reimbursement through the U.S. Department of Transportation Small Community Air Service Development Program (SCASDP) Grant. (Corn/Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

SkyWest Airlines, Inc. submitted Invoice No. 526231 for Quarter 1 2026 subsidy payments pursuant to the Transportation Services Agreement between Roswell Air Center and SkyWest Airlines for the provision of scheduled nonstop jet service.

This payment supports the continuation and stabilization of commercial air service for Roswell and the surrounding southeastern New Mexico region in alignment with the objectives of the U.S. Department of Transportation Small Community Air Service Development Program (SCASDP). The SCASDP grant was awarded to support and retain daily air service connectivity between Roswell Air Center and a national hub airport through an approved revenue guarantee and air service support initiative.

Reliable commercial air service provides significant public benefit by improving regional and national connectivity for residents, businesses, visitors, medical travelers, and governmental operations. Continued nonstop service to Denver International Airport enhances economic development opportunities, supports tourism and business activity, and improves access to the national transportation network throughout southeastern New Mexico.

FINANCIAL CONSIDERATION

Payment in the amount of \$748,617.26 will be made by the City and Submitted as an eligible reimbursement expense under the U.S. Department of Transportation Small Community Air Services Development Program (SCASDP) Grant

Financial Impact (Revenue & Expense): **Budget Adjustment Needed**

Revenue: Federal Grants 5100-441352 \$748,617.26

Expense: General-Contract Services 51004332-652401 \$748,617.26

LEGAL REVIEW:

Legal has reviewed this request.

BOARD AND COMMITTEE ACTION:

City Council will be the first to consider this payment.

STAFF RECOMMENDATION:

Staff recommends approval of invoice of this payment.

Attachments	
Air Service Agreement	
SkyWest Invoice	
Grant Agreement Between USDOT and CoR	

TRANSPORTATION SERVICES AGREEMENT
Between Roswell International Air Center and SkyWest Airlines, Inc.

WS ~~Original~~ This Transportation Services Agreement (this "Agreement") is made and entered into this 3rd day of September 2025 (the "Effective Date"), by and between SkyWest Airlines, Inc. ("SkyWest") and the Roswell International Air Center ("Airport"). Capitalized terms used and not otherwise defined shall have the meaning set forth in Section 1 below.

WITNESSETH:

A. SkyWest operates as a United Express carrier pursuant to an agreement with United Airlines ("Carrier")

B. SkyWest and Airport desire for SkyWest to provide nonstop jet service between the Market Segments identified below, operated as United Express branded flights.

C. SkyWest has agreed to provide such service subject to the terms and conditions hereinafter set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual obligations and undertakings hereinafter set forth, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Airline Costs" means, for each Market Segment, the sum of Non-Fuel Costs and Fuel Costs attributable to the operations of such Market Segment, determined in accordance with standard SkyWest accounting practices.

"Commencement Date" means, as to each Market Segment, the date of the commencement of first operation of Market Segment flight.

"Fuel Costs" will, as to each Market Segment, be the actual fuel costs, including related fueling costs, taxes and fees associated with operating such Market Segment, and taking into account any and all discounts, subsidies, markdown, rebate, or other reduction on cost (if any) that may be provided to SkyWest in connection with such operations.

"Market Passenger Revenue" shall mean, for each Market Segment, the product of total revenue passengers for such Market Segment multiplied by the average market segment fares for such Market Segment, in each case, determined in accordance with standard industry practice.

"Market Segments" means round trip non-stop service between the following airports:

Roswell International Air Center (ROW) to Denver International Air Center (DEN); and
Denver International Air Center (DEN) to Roswell International Air Center (ROW).

"Maximum Subsidy Amount" means \$7,000,000 (seven million dollars) @ 3,500,000 (three million five hundred thousand dollars) annually.

"Non-Fuel Costs" will, as to each Market Segment, be calculated as a fixed rate of \$2,550 per block hour of operation with respect to such Market Segment.

"Term" has the meaning set forth in Section 5 below.

2. **Scheduling and Commencement Date.** As to each Market Segment, SkyWest will schedule the following United Express branded round-trip flights on CRJ 200 aircraft with a minimum of fifty (50) seats as follows:

ROW to DEN - at least 2 daily/14 weekly¹; with an anticipated Commencement Date of February 17, 2026.

It is agreed that SkyWest Airlines will schedule the flights initially as a mid-day turn. Commercially reasonable efforts will be made to schedule the flights on an overnight basis (remain overnight or RON) at a time when SkyWest Airlines feels market conditions warrant.

3. **Monthly Statements and Quarterly Statements.**

- A. Within fifteen (15) days following the end of each calendar month during the Term, SkyWest will provide Airport a summary of the following data for each Market Segment for the applicable month of determination: revenue, fuel costs, block hours of operation and the corresponding non-fuel related costs, load factors and number of revenue passengers for the Market Segment for the applicable month of determination, in each case determined in accordance with standard SkyWest accounting practices and applicable industry standards, as the case may be.
- B. At the end of each calendar quarter during the Term (as defined below), SkyWest will determine the following data for each Market Segment during such calendar quarter: average market segment fares, the number of revenue passengers, the number of flights, the total block hours operated, the Market Passenger Revenue and the Airline Costs, in each case determined in accordance with standard SkyWest accounting practices and applicable industry standards, as the case may be.

4. **Operating Subsidy.** If, for any calendar quarter, the combined Market Passenger Revenue for all Market Segments, is greater than the combined Airline Costs for all Market Segments, then, no subsidy is owed by Airport to SkyWest for such calendar quarter. If, however, for any calendar quarter, the combined Airline Costs for all Market Segments are greater than the combined Market Passenger Revenue for all Market Segments, then, the difference will be paid by the Entity to SkyWest as its subsidy for such period, with such payment to be paid within thirty (30) days after receipt of an invoice reflecting such subsidy amount from SkyWest. In no event with the cumulative subsidy payments, if any, paid by Airport to SkyWest exceed the Maximum Subsidy Amount.

5. **Term.**

- A. The term of this Agreement shall commence on the Effective Date, and terminate on February 17, 2028 or until the Maximum Subsidy Amount has been paid by Entity to SkyWest, whichever comes first; or, unless otherwise earlier terminated as provided herein (the "Term").
- B. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

¹ Some exceptions may be possible on limited days subject to United targeted schedule reductions at affected airport. All frequencies are to be scheduled on a nonstop basis. Operational issues resulting in cancellations will not be billed to the Entity. The actual Commencement Date may vary based [United][Delta] scheduling.

- C. If Entity fails to make any subsidy payment required hereunder within five (5) days after receipt of written notification from SkyWest specifying such default, then, SkyWest may terminate this Agreement at its sole option by written notice to Entity.
6. **Operations.** All operation of Marketing Segment flights will be operated in accordance with all applicable laws and regulations of the U.S. Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration and in accordance with SkyWest's agreement with United Airlines.
7. **Limitation on Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CLAIMS FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR SIMILAR LAW, RULE OR GOVERNMENTAL REGULATION OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, AND EACH PARTY RELEASES THE OTHER PARTIES AND THEIR AFFILIATES FROM LIABILITY FOR ANY SUCH DAMAGES.
8. **Governing Law.** *WS New Mexico* This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Utah~~ (excluding Utah conflict of laws principles that might call for the application of the law of another jurisdiction) as to all matters, ~~and to the extent that it relates to~~ *WS*
9. **Waiver of Jury Trial.** Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation arising out of, under or in connection with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other party for its failure to perform its responsibilities hereunder in the event and to the extent that such performance is delayed or prevented for a period of at least fifteen (15) consecutive business days, by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, epidemics, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, riots or the recovery from such cause ("Force Majeure"). Either party may terminate this Agreement immediately if the other Party is unable to perform its obligations hereunder due to any such Force Majeure event, which continues for a period of thirty (30) consecutive days or more.
11. **Notices.** All notices, demands, requests, consents, and approvals by either party to this agreement shall be made in writing and sent by U.S. mail, or by recognized overnight courier, or by hand delivery, or by facsimile transmission (if confirmed by email, overnight courier or hand deliver). All such notices shall be addressed as follows:

To:

To: SkyWest Airlines
444 South River Road
St. George, UT 84790
Attn: Wade Steel

12. **Miscellaneous.** This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement between the parties concerning the subject matter of the Agreement. This Agreement supersedes any provision of any other agreement between the parties hereto to the extent such provision relates to the same or similar matters addressed herein. If any

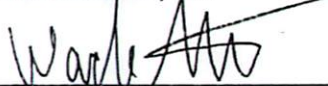
provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement may not be transferred, modified, amended or assigned, in whole or in part, except in a writing signed by the parties. If an assignment occurs, the assignment shall not relieve the assigning party of its liabilities or obligations under this Agreement. This Agreement is binding upon successors and assigns of the parties. A waiver by either party of any term or condition of this Agreement in one or more instances shall not constitute a permanent waiver of the term or condition or of any other term or condition of this Agreement or a general waiver.

IN WITNESS WHEREOF, the parties hereto affix their duly authorized signatures as of the date set forth on the first page of this Agreement.

Roswell International Air Center

By: 
Mayor, City of Roswell

SKYWEST AIRLINES, INC.

By: 
Wade Steel - Chief Commercial Officer

ASS
19.

NON-APPROPRIATION

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of of the City of Roswell for the performance of this Agreement, particularly but not limited to NMSA 1978 §6-1-11. If sufficient appropriations and authorization are not made by the Governing Body of of the City of Roswell, such act will constitute termination this Agreement by giving SkyWest ~~30~~ ⁶⁰ days written notice of such termination. The City's decision as to whether sufficient appropriations are available shall be accepted by SkyWest and shall be final. SkyWest waives any rights to assert an impairment of contract claim against the City in the event of immediate or Early Termination of this Agreement by the City.



ROSWELL INTERNATIONAL AIR CENTER
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203

Please include the invoice number on all remittances and correspondence

Invoice No	Invoice Date
526231	05/06/2026
Terms	Due Date
10NET	05/16/2026
Cust No	Cust Loc
47588	54611

Item Num	Description	Quantity	Unit Price	Extended Amount
1	Q1-2026 ROW SUBSIDY (See Attached)	1	748617.26	748617.26

Special Instructions

For inquiries contact our Accounts Receivable department through email at: AR@skywest.com

All Receivables are sent to a collection agency at 90 days from this Invoice Due Date

Mail Payment To:

SKYWEST AIRLINES, INC
444 SOUTH RIVER ROAD
ST. GEORGE, UT 84790
ATTN: ACCOUNTS RECEIVABLE

Total	748617.26
Payments and Credits	0.00
Outstanding balance as of 05/06/2026 in USD	748617.26

-----CUT HERE & ENCLOSE WITH CHECK PAYMENT -----

Customer Number	Invoice Number	Balance Due
47588	526231	748617.26

Email address for check payment receipt:

To pay with debit or credit card, please contact Accounts Receivable at AR@skywest.com. A link will then be emailed to you for secured card processing. We accept Mastercard, Visa, AmEx, and Discover.

If you are an organization or commercial account, 3% will be added to your balance for processing fees.

**GRANT AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION
AND THE CITY OF ROSWELL, ACTING FOR
THE COMMUNITY OF ROSWELL, NEW MEXICO, UNDER THE
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM**

**ALN/CFDA: 20.930 FAIN: 69A34518422130045
Docket#: DOT-OST-2019-0071-0045**

AMENDMENT NO.1

This Amendment No. 1 to the Grant Agreement dated as of July 21, 2020, between the U.S. Department of Transportation (DOT) and the City of Roswell (Sponsor), acting on behalf of the Community of Roswell, New Mexico, under the Small Community Air Service Development Program (Grant Agreement) is entered into by and between the DOT and the Sponsor and is effective as of the date fully executed by both parties. The Grant Agreement is set to expire on January 9, 2026.

The DOT and the Sponsor hereby agree to amend the Grant Agreement as follows:

- (1) Extension of the Grant Term. Section B.4 of the Grant Agreement is hereby amended to read as follows: Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and the DOT, this Grant Agreement will expire January 8, 2027.
- (2) No Other Modifications. Except for the amendment to Section B.4, described above, this Amendment No. 1 makes no other modifications to the Grant Agreement and all terms and conditions of the Grant Agreement will continue in full force and effect.
- (3) Counterpart Signature Pages. This Amendment No. 1 may be executed and delivered in counterparts, each of which will be deemed an original.

GRANT AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION
AND THE CITY OF ROSWELL, ACTING FOR
THE COMMUNITY OF ROSWELL, NEW MEXICO, UNDER THE
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

ALN/CFDA: 20.930 FAIN: 69A34518422130045

Docket#: DOT-OST-2019-0071-0045

AMENDMENT NO.1 CONTINUED

IN WITNESS WHEREOF, the DOT and the Sponsor have caused this Amendment No. 1 to be
executed by their authorized representatives.

For the Department of Transportation:

Executed this 9th Day of January, 2026.

(SEAL)

United States Department of Transportation



Brooke Chapman
Associate Director
Small Community Air Service Development

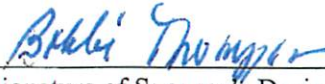
Program

For The Sponsor:

Executed this 9th Day of January, 2026.

City of Roswell, New Mexico

(SEAL)



Signature of Sponsor's Designated Official Representative

Bobbi Thompson

Printed Name

Airport Director

Title

Order 2020-2-13
Served: February 24, 2020



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 24th day of February, 2020

In the Matter of the

**SMALL COMMUNITY AIR SERVICE
DEVELOPMENT PROGRAM**

DOCKET DOT-OST-2019-0071

under 49 U.S.C. § 41743 *et seq.*

ORDER AWARDING GRANTS

Summary

By this Order, the U.S. Department of Transportation (the Department) awards 18 grants under the Small Community Air Service Development Program ("Small Community Program" or "SCASDP") benefitting communities in 18 states to assist with the implementation of the air service initiatives proposed in their grant applications. The communities, the amount of funding awarded to the communities, and brief descriptions of the projects are listed in the Appendix to this Order. Award recipients must affirm their grant awards by entering into grant agreements, obligating the funds, with the Department. Award recipients may not seek to be reimbursed funds under the Small Community Program until they affirm their grant awards.

Background

The Small Community Program was established by the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (Pub. L. No. 106-181), reauthorized by the Vision 100-Century of Aviation Reauthorization Act (Pub. L. No. 108-176), and subsequently reauthorized by the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95), as amended, the Disaster Tax Relief and Airport and Airway Extension Act of 2017 (Pub. L. No. 115-63), and the FAA Reauthorization Act of 2018 (Pub. L. No. 115-254) (FAA 2018).¹ Authorization for this program is codified at 49 U.S.C. § 41743.

¹ FAA 2018 made a number of structural and technical changes to the program that apply to grants beginning in FY 2018 and that are reflected in this Order.

The Small Community Program is authorized to receive appropriations under 49 U.S.C. § 41743(e)(2). Appropriations are provided for this program for award selection in FY 2018 pursuant to the Consolidated Appropriations Act, 2018 (Pub. L. No. 115-141). The Consolidated Appropriations Act, 2018 provided the Department \$10 million for FY 2018 grant awards to carry out this program. An additional \$2.5 million is available in recovery funding.

When selecting applicants to participate in the Small Community Program, the Department is statutorily required to apply the following criteria for participation:

1. The airport serving the community or consortium is not larger than a small hub airport, as determined using the FAA's most recently published classification effective on the date that the community or consortium files an application (Order 2019-5-1);
2. The airport has insufficient air carrier service or unreasonably high air fares;
3. The airport presents characteristics, such as geographic diversity or unique circumstances, that demonstrate the need for, and feasibility of, the Small Community Program;
4. An applicant may not receive an additional grant to support the same project more than once in a 10-year period, except in certain circumstances;² and
5. An applicant may not receive an additional grant prior to the completion of its previous grant.³

The statute further provides that no more than four communities or consortia of communities, or a combination thereof, from the same state may be selected to participate in the program in any fiscal year, and no more than 40 communities or consortia of communities, or a combination thereof, may be selected to participate in the program in each year for which the funds are appropriated.

In addition, the statute directs the Department to give priority to those communities or consortia of communities⁴ where: (a) air fares are higher than the average air fares for all communities; (b) a portion of the cost of the activity contemplated by the community is provided from local, non-airport revenue sources; (c) a public-private partnership has been or will be established to facilitate air carrier service to the public; (d) improved service will bring the material benefits of scheduled air transportation to a broad section of the traveling public, including businesses, educational institutions, and other enterprises whose access to the national air transportation system is limited; (e) the assistance will be used to help restore scheduled passenger air service that has been terminated;⁵ (f) the funds will be used in a timely manner;⁶ and (g) multiple communities cooperate to submit a regional or multistate application to consolidate air service into one regional airport.

² As provided under 49 U.S.C. § 41743(c)(4)(C), the Department may waive the same project limitation. We granted such waivers to three of the 18 communities selected for grants in this proceeding.

³ 49 U.S.C. § 41743(c)(1)-(4).

⁴ A consortium of communities is defined as a single entity. 49 U.S.C. § 41743.

⁵ 49 U.S.C. § 41743(c)(5)(E).

⁶ 49 U.S.C. § 41743(c)(5)(F).

The Department is authorized to award grants to communities that seek to provide assistance to:

- An air carrier to subsidize service to and from an underserved airport for a period not to exceed three years;
- An underserved airport to obtain service to and from the underserved airport; and/or
- An underserved airport to implement such other measures to improve air service both in terms of the cost of such service to consumers and the availability of such service, including improving air service through marketing and promotion of air service and enhanced utilization of airport facilities.⁷

On May 6, 2019, the Department issued an Order Soliciting Small Community Grant Proposals (Solicitation Order) from communities interested in receiving grant funding this year, and requested that such proposals be filed no later than July 15, 2019 (Order 2019-5-1). The Solicitation Order required each applicant to submit a completed Standard Form 424 and a Summary Information schedule to www.grants.gov. Communities were requested to provide information that would help in the consideration of their grant requests, including details about their existing air services, historical air services, current air service needs and deficiencies, a full description of the community's proposal, plans for implementation, funding requirements, and plans for monitoring the success of the project, including modifying or discontinuing funding if the project is not meeting expectations.

Drawing on the Department's learnings and experience from previous years, the Solicitation Order discussed various issues relating to project types and the grant application process, including the sources of local funding, the consideration of in-kind contribution, the use of grant funds, and the eligibility to participate by past grant recipients. The Solicitation Order further emphasized that communities would be expected to meet the financial-contribution commitments that they include in their proposals.

FY 2018 Grant Applications

In response to the Solicitation Order, the Department received 57 grant applications from communities in 30 states. Collectively, these communities sought more than \$37 million in Federal assistance to support new and ongoing air service development projects. Of the 57 applications, eight applications were from communities with small-hub airports. Three of the 57 applications did not meet the basic eligibility criteria for participation outlined above and were determined ineligible for consideration.

As in previous years, this year's eligible applications included proposals for feasibility studies, new or expanded service initiatives, marketing, and assorted combinations thereof. These applicants provided information on historical and current air service and air fare issues facing their communities, the economic benefits of air service, proposed initiatives to remedy air service or air fare problems, and arguments in support of their proposals. Nearly all the communities pledged local cash and/or in-kind contributions from local, state, airport, or private sources to complement their requests for Federal assistance.

⁷ 49 U.S.C. § 41743(d).

The large majority of applicants specified the need to attract new and/or additional air services to their communities. Similar to previous years, a majority of applicants also proposed to implement their projects using revenue guarantees or subsidies, together with a variety of marketing and promotional initiatives. A critical component of most proposals was funding to support community-based marketing and promotional initiatives to stimulate demand and community awareness of local airport services. These efforts are directed at publicizing not only the availability of air services, but also the convenience of using the local airport compared to more congested air service hubs or other larger airports in the region. A number of applicants argued that certain industry issues, including network rationalization, pilot shortages and scheduling/workload requirements, prompted the need for Federal assistance in order to help the communities compete for new services and retain current services.

FY 2018 Grant Awards

The Small Community Program is unique in that it encourages and affords communities the opportunity to develop their own solutions to their air service problems based on their particular needs and circumstances. By providing communities the opportunity to develop and implement air service projects tailored to their individual needs, the program aims to maximize the potential for success in the communities' endeavors. Since the program's inception, the Department has sought to maximize the number of participating communities, promote geographic diversity of the selections, and support a variety of solutions to the problems identified by applicants in order to provide a wide range of approaches for dealing with the challenges faced by similarly-situated communities.

With these considerations in mind, we are selecting 18 grant proposals with the objective of entering into grant agreements with the communities identified in the Appendix to this Order. Award recipients must enter into grant agreements with the Department before the recipients may seek to be reimbursed expenses under their Small Community Program projects. In addition, grant recipients are subject to all grant conditions and assurances required by Federal law, regulations, and executive orders.⁸ The Department's grant agreements will be transmitted to the selected communities subsequent to the issuance of this Order.⁹

The proposals we selected meet the purpose of the statute, and provide opportunities to test a variety of approaches to improving small community air service in many regions of the country. The attached Appendix provides a brief description of each project and the amount of funding each community requested. As an overview, all of the awards are being made to communities proposing revenue guarantees or marketing, or revenue guarantees with marketing, as a means to attract new service, to support existing service, or to restore lost service.

⁸ See <http://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP> for applicable conditions and assurances.

⁹ As in previous years, the Department's staff will, at the request of any non-selected applicant community, conduct a debriefing with representatives of that community to review and provide feedback on its application in this proceeding. Any affected community wishing to avail itself of a debriefing should contact the Associate Director, Brooke Chapman, at Brooke.Chapman@dot.gov.

The selected communities are: Tuscaloosa, AL; Yuma, AZ; Chico, CA; Grand Junction, CO; Athens, GA; Dubuque, IA; Twin Falls, ID; Lake Charles, LA; Rochester, MN; Columbia, MO; Greenville, NC; Atlantic City, NJ; Roswell, NM; North Bend, OR; Erie, PA; Abilene, TX; St. George, UT; and Pullman, WA.

All of the selected communities are contributing financial resources to their respective grant projects. The local resources reflect a commitment that is important to the potential success of the proposed initiatives. Moreover, nearly all of the communities have (1) established robust public-private partnerships to enhance community participation and facilitate access to air services, (2) provided a specific plan and timetable for using their grant funds in a timely manner, and (3) have provided a letter of support from an interested air carrier.

Air Service Development Zone

The statute directs the Department to designate an airport in one community awarded a grant under this program as an “Air Service Development Zone” (ASDZ), and to work with the community or consortium on means to attract business to the area surrounding the airport, to develop land-use options for the area, and to provide data, working with the Department of Commerce and other Federal agencies.¹⁰ We are designating Grand Junction Regional Airport, Grand Junction, CO, as an ASDZ. Grand Junction was the only community that applied for the ASDZ designation this year. The designation does not entail any additional financial assistance.

Grant Agreements

As noted above, the Department will execute grant agreements with each recipient. The Department stated in the Solicitation Order that communities must establish milestones to monitor the progress of the proposed projects to determine whether amendments are necessary or whether the grant agreement should be terminated. As done in the past, milestones and progress reporting requirements (modified as discussed below) will be included in the grant agreements. Federal funds under this grant program are disbursed on a reimbursable basis, with the communities expending funds for the grant project and then seeking reimbursement. Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program.¹¹ In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the legal sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. Communities will be required to comply fully with the terms of their proposals and the grant agreements.

As we did for the FY 2017 grants, we will issue Small Community Program grants for three different durations: two years for grants involving studies, three years for those involving marketing, and four years for those including revenue guarantees.¹²

¹⁰ 49 U.S.C. § 41743(h).

¹¹ The legal sponsor must have paid all costs associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department.

¹² See Order 2018-7-10, p. 6. Title 49 U.S.C. § 41743(d)(1) states that the Secretary may issue grants “to provide assistance to an air carrier to subsidize service to and from an underserved airport for a period not to exceed 3

In addition, as we likewise did for the FY 2017 grants, we will provide for a community to seek and obtain a first grant extension (if it deems such an extension necessary) by allowing it to obtain a self-initiated one-year extension of its grant if it files with the Department, no later than 60 days prior to the expiration date of its grant agreement, a written request for such extension.¹³

Reporting Requirements

Unless otherwise noted, each grantee must submit semi-annual reports on the progress made during the previous period in implementing its grant project. In addition, each community will be required to submit a final report on its project to the Department, and 10 percent of the grant funds will not be reimbursed to the community until such a final report is received. Additional information on award administration for selected communities will be provided in their grant agreements.

ACCORDINGLY,

1. We select the communities listed in the Appendix to receive grant awards under the Small Community Air Service Development Program as described in this Order;
2. We designate Grand Junction Regional Airport, Grand Junction, CO, as an Air Service Development Zone;
3. Grant recipients shall be subject to all grant conditions and assurances that will be attached to and incorporated in the grant agreements (also available at <http://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>). In addition, to the extent that the grant agreement permits expenditure of the awarded Small Community Program funds in any manner that would not be permitted for funds received as part of Federal Aviation Administration's Airport Improvement Program (AIP), such permission is strictly limited to the expenditure of the Small Community Program funds awarded under the grant agreement. Nothing in the grant agreement negates the recipient's obligations to fully comply with FAA Order 5100.38D and all applicable federal law;
4. Each award recipient must affirm this award by entering into a grant agreement with the Department. Award recipients may not seek to be reimbursed under the Small Community Program until they affirm their grant awards;
5. Each award recipient whose grant agreement has not yet reached its initial termination date may obtain a self-initiated one-year extension of its grant if it files with the Department (Office

years...." The three-year limitation applies only to the duration of the revenue guarantee itself, beginning when the subsidized service actually commences. Our four-year grant duration recognizes that significant time is often spent by communities in arranging for a revenue guarantee with an air carrier before such service can begin, and gives additional time for communities and air carriers to complete this preliminary process.

¹³ See Order 2018-7-10, p. 6.

of Aviation Analysis, X-55), no later than 60 days prior to the expiration date of its grant agreement, a written request for such extension; and

6. A copy of this Order will be served on the legal sponsor for each applicant in this proceeding.

By:

DAVID E. SHORT
Deputy Assistant Secretary
Aviation and International Affairs

(SEAL)

*An electronic version of this document is available
at <http://www.regulations.gov>*

Appendix

Appendix Order 2020-2-13			
State	Community	Federal Amount Awarded	Project Description
AL	Tuscaloosa	\$750,000.00	The funding will be used for a revenue guarantee and marketing for new nonstop service to Atlanta, GA, using SkyWest Airlines. The community notes that it has no air service at present, and that the proposal is critical to the continued growth of the regional economy, which includes the University of Alabama, based in Tuscaloosa. The community will provide significant local funding for the proposal.
AZ	Yuma	\$775,000.00	The funding will be used for a revenue guarantee for new nonstop service to Denver, CO, on United Airlines. The community notes that its proposal would introduce a second air carrier to a geographically isolated city that has limited access to the national air transportation system. The community will provide significant local funding for the proposal.
CA	Chico	\$500,000.00	The funding will be used for a revenue guarantee and marketing for new nonstop service to Los Angeles, CA. The community states that the service would re-establish scheduled air service to the community, which currently has none. The community states that its proposal is supported by SkyWest Airlines, has strong community support, and would provide a needed transportation option to new residents who have relocated to Chico from nearby areas that have been devastated by recent wildfires.
CO	Grand Junction	\$950,000.00	The funding will be used for a revenue guarantee and marketing for new nonstop service to San Francisco, CA, on United Airlines. The community states that its proposal will replace service in other markets in recent years, and provide needed access to the Bay Area and connections beyond. The community has arranged for a large amount of local funding, demonstrating strong community support for the proposal. The community has also requested designation as an Air Service Development Zone, which it states will provide another tool for its business development efforts.
GA	Athens	\$750,000.00	The funding will be used for a revenue guarantee and marketing for new non-stop service to Charlotte, NC, using American Airlines. The community seeks to restore commercial air service to Athens, which it lost with the cessation of its Essential Air Service operations in 2014. The community has arranged for large amount of local funding, demonstrating strong community support for the proposal.

Appendix Order 2020-2-13			
State	Community	Federal Amount Awarded	Project Description
IA	Dubuque	\$775,000.00	The funding will be used for a revenue guarantee, marketing, and fee waivers for new nonstop service to Denver, CO. The community states that Denver represents its largest unserved destination, and that the service will provide better, non-circuitous access to the western United States. The community has limited air service to only one destination. The community has arranged for large amount of local funding, demonstrating strong community support for the proposal.
ID	Twin Falls	\$900,000.00	The funding will be used for a revenue guarantee and marketing for new nonstop service to Denver, CO, on United Express/SkyWest Airlines. The community states that it suffers from high airfares, and that its proposal will add a second air carrier and a second destination, increasing competition and providing improved access to the national air transportation system. The community will provide significant local funding for the proposal.
LA	Lake Charles	\$200,000.00	The funding will be used for a marketing program, which is part of the community's comprehensive air service development initiative. The community states that the goal of the marketing effort is to reduce passenger leakage to other airports and to increase the community's awareness of existing air services at Lake Charles. The community is remote.
MN	Rochester	\$750,000.00	The funding will be used for a revenue guarantee and marketing for new nonstop service to Denver, CO, on United Airlines. The community notes that fares at neighboring airports are low enough to divert significant traffic away from Rochester. The community will provide significant local funding for the proposal, and states that the presence of the Mayo Clinic adds to that support. It notes that Denver is one of Rochester's largest unserved destinations, and that service to United's Denver hub will allow access to a variety of connecting services.
MO	Columbia	\$800,000.00	The funding will be used for a revenue guarantee for new nonstop service to Charlotte, NC, on American Airlines. The community states that it currently has no air service to the east, resulting in passenger leakage to other airports requiring additional driving time. It states that its proposal would serve to alleviate that situation, and that it will provide significant local funding for the proposal. The community is remote.

Appendix		Order 2020-2-13	
State	Community	Federal Amount Awarded	Project Description
NC	Greenville	\$750,000.00	The funding will be used for a revenue guarantee and marketing to recruit a second air carrier to the community, to provide service to Washington Dulles International Airport, using the United Airlines code on SkyWest, or, in the alternative, to another large hub in the eastern United States. The community believes that a second carrier's service will add needed capacity and lower airfares. The community has arranged for large amount of local funding, demonstrating strong community support for the proposal.
NJ	Atlantic City	\$400,000.00	The funding will be used for a marketing program to promote current air services and seek to expand those services. The community states that it is targeting its incumbent air carrier, Spirit Airlines, to increase frequencies to existing destinations, and is also seeking new air services to Boston, MA, Chicago, IL, and Raleigh/Durham, NC.
NM	Roswell	\$750,000.00	The funding will be used for a revenue guarantee, marketing, and fee waivers for new nonstop service to Denver, CO, on United Airlines. The community states that its proposal would address the high airfares its passengers face compared to fares from Albuquerque. It states that service to United's Denver hub will give its citizens greatly improved access to the western and northwestern United States. The community has arranged for a large amount of local funding, demonstrating strong community support for the proposal.
OR	North Bend	\$750,000.00	The funding will be used for a revenue guarantee for nonstop service to Portland, OR, on Contour Airlines; or, in the alternative, to Seattle, WA, if Portland service cannot be achieved. The community states that it currently has limited service to two cities, and its proposal would seek to restore Portland service previously operated by PenAir. This project seeks to restore terminated air service. The community has arranged for large amount of local funding, demonstrating strong community support for the proposal.

Appendix		Order 2020-2-13	
State	Community	Federal Amount Awarded	Project Description
PA	Erie	\$292,000.00	The funding will be used for ground handling and marketing expenses to reduce air carrier operating expenses for new nonstop service to Washington-Dulles International Airport on United Airlines. The community believes that the service will increase capacity and traffic growth at Erie, and that Washington-Dulles represents an important local market for it, and will also provide better connections for east coast and international destinations.
TX	Abilene	\$1,000,000.00	The funding will be used for a revenue guarantee for new nonstop service to Houston, TX, on United Airlines, with service to Denver, CO, on either United or Frontier Airlines being a secondary goal. The community states that at present it has service to only one destination on one air carrier, and that its proposal would give it relief from high airfares. The community has arranged for large amount of local funding, demonstrating strong community support for the proposal.
UT	St. George	\$370,000.00	The funding will be used for a revenue guarantee to support a second daily flight to Los Angeles, CA, on SkyWest Airlines. The community states that a second daily flight in the market would provide better connections, especially to tourists destined for Utah's national parks. The community has arranged for a large amount of local funding, demonstrating strong community support for the proposal.
WA	Pullman	\$780,000.00	The funding will be used for a revenue guarantee and marketing for new nonstop service to Denver, CO, on United Airlines. The proposal was submitted by a consortium comprised of the cities of Pullman, WA, and Moscow, ID. The communities state that their current air service is limited to one destination, Seattle, WA, and that the proposed service to the large hub that Denver represents would greatly expand air service opportunities for their citizens. The community has arranged for large amount of local funding, demonstrating strong community support for the proposal.

**APPLICATION UNDER
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM
DOCKET DOT-OST-2019-0071
SUMMARY INFORMATION¹**

All applicants **must** submit this Summary Information schedule, as the application coversheet, a completed standard form SF424 and the full application proposal on www.grants.gov.

For your preparation convenience, this Summary Information schedule is located at <https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>

A. PROVIDE THE LEGAL SPONSOR AND ITS DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER, INCLUDING +4, EMPLOYEE IDENTIFICATION NUMBER (EIN) OR TAX ID.

Legal Sponsor Name: City of Roswell, New Mexico

Name of Signatory Party for Legal

Sponsor: Joe Neeb, City Manager

DUNS Number: 0641212050000

EIN/Tax ID: 85-6000165

B. LIST THE NAME OF THE COMMUNITY OR CONSORTIUM OF COMMUNITIES APPLYING:

1. Roswell, New Mexico
2. _____
3. _____
4. _____

C. PROVIDE THE FULL AIRPORT NAME AND 3-LETTER IATA AIRPORT CODE FOR THE APPLICANT(S) AIRPORT(S) (ONLY PROVIDE CODES FOR THE AIRPORT(S) THAT ARE ACTUALLY SEEKING SERVICE).

1. Roswell International Air Center (ROW)
2. _____

¹ Note that the Summary Information does not count against the 20-page limit of the SCASDP application.

3.

4.

IS THE AIRPORT SEEKING SERVICE NOT LARGER THAN A SMALL HUB AIRPORT UNDER FAA HUB CLASSIFICATIONS EFFECTIVE ON THE DATE OF SERVICE OF THE ATTACHED ORDER?

☒ YES ☐ NO

Does the airport seeking service hold an airport operating certificate issued by the Federal Aviation Administration under 14 CFR Part 139? (If "No", Please explain whether the airport intends to apply for a certificate or whether an application under Part 139 is pending.)

☒ YES ☐ NO

D. SHOW THE DRIVING DISTANCE FROM THE APPLICANT COMMUNITY TO THE NEAREST:

1. Large hub airport: Dallas-Forth Worth International Airport (DFW) - 483 miles

2. Medium hub airport: Albuquerque International Sunport (ABQ) - 201 miles

3. Small hub airport: Lubbock Preston Smith International Airport (LBB) - 181 miles

4. Airport with jet service: Roswell International Air Center (ROW) - 6 miles

Note: Provide the airport name and distance, in miles, for each category.

E. LIST THE 2-DIGIT CONGRESSIONAL DISTRICT CODE APPLICABLE TO THE SPONSORING ORGANIZATION, AND IF A CONSORTIUM, TO EACH PARTICIPATING COMMUNITY.

1. NM-02

2.

3.

4.

F. APPLICANT INFORMATION: (CHECK ALL THAT APPLY)

- ☒ Not a Consortium ☐ Interstate Consortium ☐ Intrastate Consortium
- ☒ Community (or Consortium member) previously received a Small Community Air Service Development Program Grant

NOTE: A community that currently receives subsidized Essential Air Service funding, receives assistance under the Alternate Essential Air Service Pilot Program, or is a participant in, and has received a grant under, the Community Flexibility Pilot Program, is not eligible for SCASDP grant funds. See Section C.1. ("Essential Air Service Communities")

If previous recipient: Provide year of grant(s): 2007/2014 ; and, the text of the grant agreement section(s) setting forth the scope of the grant project:

2007: Market, promote, and sponsor new nonstop regional jet service, via American Eagle, between ROW and DFW; Provide a minimum revenue guarantee agreement for the service; and Promote and market the service. 2014: Revenue guarantee and associated marketing campaign to recruit, initiate and support new nonstop air service at Roswell International Air Center to Phoenix-Sky Harbor International Airport.

G. PUBLIC/PRIVATE PARTNERSHIPS: (LIST ORGANIZATION NAMES)

PUBLIC	PRIVATE
1. City of Roswell, NM	1. Southeast New Mexico Air Service Coalition
2.	2.
3.	3.
4.	4.
5.	5.

H. PROJECT PROPOSAL:

1a. GRANT GOALS: (CHECK ALL THAT APPLY)

- ☒ Launch New Carrier ☒ Secure Additional Service ☐ Upgrade Aircraft
- ☐ First Service ☒ New Route ☐ Service Restoration
- ☐ Regional Service ☐ Surface Transportation ☐ Professional Services²

² "Professional Services" involve a community contracting with a firm to produce a product such as a marketing plan, study, air carrier proposal, etc.

☐ **Other** (explain below)

1b. GRANT GOALS: (SYNOPSIS)

CONCISELY DESCRIBE THE SCOPE OF THE PROPOSED GRANT PROJECT. (FOR EXAMPLE, "REVENUE GUARANTEE TO RECRUIT, INITIATE, AND SUPPORT NEW DAILY SERVICE BETWEEN _____ AND _____;" OR "MARKETING PROGRAM TO SUPPORT EXISTING SERVICE BETWEEN _____ AND _____ BY _____ AIRLINES.")

Revenue guarantee to recruit, initiate and support new daily service between Roswell International Air Center (ROW) and Denver International Airport (DEN).

1c. GRANT HISTORY:

DOES THIS APPLICATION SEEK TO REPEAT A PAST GRANT PROJECT OF THE COMMUNITY OR CONSORTIUM (FOR EXAMPLE, A SPECIFIC DESTINATION AIRPORT)?

☐ **YES** ☒ **NO**

IF THE ANSWER TO THE ABOVE QUESTION IS 'YES':

A: WHAT YEAR WAS THE FORMER GRANT AGREEMENT SIGNED? N/A

B: HAVE 10 YEARS PASSED SINCE THE PREVIOUS GRANT AGREEMENT WAS SIGNED?

☐ **YES** ☐ **NO**

IF THE ANSWER TO 'B' ABOVE IS 'NO,' THE APPLICATION CAN BE CONSIDERED BY THE DEPARTMENT ONLY IF THE APPLICANT APPLIES FOR, AND RECEIVES, A FORMAL WAIVER OF THE TEN-YEAR SAME PROJECT LIMITATION (SEE SECTION C.1. "SAME PROJECT LIMITATION"). AN AFFECTED COMMUNITY OR CONSORTIUM THAT WISHES TO REQUEST SUCH A WAIVER MUST INCLUDE THAT REQUEST IN ITS GRANT APPLICATION. THE REQUEST FOR WAIVER SHOULD INCLUDE A) A STATEMENT THAT THE COMMUNITY OR CONSORTIUM IS REQUESTING A WAIVER OF THE LIMITATION IN ACCORDANCE WITH THE PROVISIONS OF 49 U.S.C. § 41743(c)(4)(C); AND B) INFORMATION AND EVIDENCE TO SUPPORT A FINDING THAT THE APPLICANT SPENT LITTLE OR NO MONEY ON ITS PREVIOUS PROJECT OR ENCOUNTERED

INDUSTRY OR ENVIRONMENTAL CHALLENGES, DUE TO CIRCUMSTANCES THAT WERE REASONABLY BEYOND THE CONTROL OF THE COMMUNITY OR CONSORTIUM.

2. FINANCIAL TOOLS TO BE USED: (CHECK ALL THAT APPLY)

- ☒ **Marketing (including Advertising):** promotion of the air service to the public
 - ☐ **Start-up Cost Offset:** offsetting expenses to assist an air service provider in setting up a new station and starting new service (for example, ticket counter reconfiguration)
 - ☒ **Revenue Guarantee:** an agreement with an air service provider setting forth a minimum guaranteed profit margin, a portion of which is eligible for reimbursement by the community
 - ☐ **Recruitment of U.S. Air Carrier:** air service development activities to recruit new air service, including expenses for airport marketers to meet with air service providers to make the case for new air service
 - ☒ **Fee Waivers:** waiver of airport fees, such as landing fees, to encourage new air service; counted as in-kind contributions only
 - ☐ **Ground Handling Fee:** reimbursement of expenses for passenger, cabin, and ramp (below wing) services provided by third party ground handlers
 - ☐ **Travel Bank:** travel pledges, or deposited monetary funds, from participating parties for the purchase of air travel on a U.S. air carrier, with defined procedures for the subsequent use of the pledges or the deposited funds; counted as in-kind contributions only
 - ☐ **Other** (explain below)
-
-

I. EXISTING LANDING AIDS AT LOCAL AIRPORT:

- ☒ Full ILS ☒ Outer/Middle Marker ☒ Published Instrument Approach
- ☒ Localizer ☐ Other (specify)

J. PROJECT COST: DO NOT ENTER TEXT IN SHADED AREA

REMINDER: LOCAL CASH CONTRIBUTIONS MAY NOT BE PROVIDED BY AN AIR CARRIER (SEE "TYPES OF CONTRIBUTIONS FOR REFERENCE).

LINE	DESCRIPTION	SUB TOTAL	TOTAL AMOUNT
1	Federal amount requested		\$750,000
2	State <u>cash</u> financial contribution		\$200,000
	<i>Local cash financial contribution</i>		
	3a Airport <u>cash</u> funds	\$120,000	
	3b Non-airport <u>cash</u> funds	\$530,000	
3	Total local <u>cash</u> funds (<i>3a + 3b</i>)		\$650,000
4	TOTAL CASH FUNDING (<i>1+2+3</i>)		\$1,600,000
	<i>In-Kind contribution</i>		
	5a Airport <u>In-Kind</u> contribution**	\$332,115	
	5b Other <u>In-Kind</u> contribution**	\$0	
5	TOTAL IN-KIND CONTRIBUTION (<i>5a + 5b</i>)		\$332,115
6	TOTAL PROJECT COST (<i>4+5</i>)		\$1,932,115

K. IN-KIND CONTRIBUTIONS**

For funds in lines 5a (Airport In-Kind contribution) and 5b (Other In-Kind contribution), please describe the source(s) of fund(s) and the value (\$) of each.

5a: Fee waivers, ground service equipment use and terminal rent waivers

L. Is This Application Subject To Review By an Affected State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on (date) _____.
- ☐ b. Program is subject to E.O. 12372, but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

M. Is The Lead Applicant or Any Co-Applicants Delinquent On Any Federal Debt? (If "Yes", Provide Explanation)

☒ No ☐ Yes (explain)

APPLICATION CHECKLIST

INCLUDED?	ITEM
<i><u>For Immediate Action</u></i>	
Y	Determine Eligibility
Y	New Grants.gov users must register with www.grants.gov . Existing Grants.gov users <i>must verify existing www.grants.gov account has not expired and the Authorized Organization Representative (AOR) is current.</i>
<i><u>For Submission by 4:00 PM EDT on July 15, 2019</u></i>	
N/A	Communities with active SCASDP grants: notify DOT/X50 of intent to terminate existing grant in order to be eligible for selection in FY 2018
Y	Complete Application for Federal Domestic Assistance (SF424) via www.grants.gov
Y	Summary Information schedule complete and used as cover sheet (<i>see Appendix B</i>)
Y	Application of up to 20 one-sided pages (excluding any letters from the community or an air carrier showing support for the application), to include:
Y	• A description of the community's air service needs or deficiencies.
Y	• The driving distance, in miles, to the nearest large, medium, and small hub airports, and airport with jet service.
Y	• A strategic plan for meeting those needs under the Small Community Program, including a concise synopsis of the scope of the proposed grant project.
Y	• For service to or from a specific city or market, such as New York, Chicago, Los Angeles, or Washington, D.C., for example), a list of the airports that the applicant considers part of the market.
Y	• A detailed description of the funding necessary for implementation of the community's project.
Y	• An explanation of how the proposed project differs from any previous projects for which the community received SCASDP funds (if applicable).
Y	• Designation of a legal sponsor responsible for administering the program.
N/A	• A request for waiver of the Ten Year Same Project Limitation (if applicable) – <i>see Appendix B above.</i>
N/A	• A motion for confidential treatment (if applicable) – <i>see Appendix D below.</i>

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

26.

Meeting Date: 05/14/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-25: Adoption of Resolution 26-25: approving a budget adjustment for the fiscal year ending June 30, 2026. (Gass/Gomez)

BACKGROUND:

Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A". The total impact of these adjustments is summarized below:

Revenue: \$896,357.38

Expenses: \$1,034,744.91

LEGAL REVIEW:

No legal review is required.

BOARD AND COMMITTEE ACTION:

Consider recommending the adoption of Resolution 26-25 approving a budget adjustment for the fiscal year ending June 30, 2026. The Finance Committee recommended approval 5-0 at its meeting on May 5, 2026,

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-25
Exhibit A

RESOLUTION 26-25

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for \$896,357.38 in revenues and \$1,034,744.91 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$896,357.38 and Expenses \$1,034,744.91

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of May 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

City of Roswell
Budget Adjustment
May 2026

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
Landfill	Landfill	5201-489100	Revenue	13 Stainlees steel sump drainer-Donated	89,642.88
LEFR	Law Enforcement Retention	2257-443450	Revenue	LERF Grant	58,097.24
Air Center	Air Center	5100-441352	Revenue	SCASDP Grant	748,617.26
					896,357.38
Landfill	Landfill	52014342-817505	Expenditure	13 Stainless steel sump drainer-Donated	89,642.88
LEFR	Law Enforcement Retention	22574119-511110	Expense	LERF Grant	53,968.65
LEFR	Law Enforcement Retention	22574119-551510	Expense	LERF Grant	3,346.05
LEFR	Law Enforcement Retention	22574119-551520	Expense	LERF Grant	782.54
General	Consolidated Dispatch	11014656-817505	Expense	Vertical Carousel	83,758.08
General	Consolidated Dispatch	11014656-614004	Expense	Relocation of Recording Equipment	3,724.00
Roads	Special Electronics	26234325-817506	Expense	Bucket Truck	175,662.00
Solid Waste	Solid Waste	52004341-817505	Expense	Front Load Truck	388,574.00
Air Center	Air Center	51004334-817504	Expense	Burial of Overhead Power lines	235,286.71
					1,034,744.91

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

27.

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: C. Josh Nairn-Mahan

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H, to discuss Collective Bargaining negotiations.

BACKGROUND:

Initiated by: Hess Yntema

Hold a closed session pursuant to NMSA 1978, § 10-15-1H, discuss Collective Bargaining negotiations.

FINANCIAL CONSIDERATION

There are no financial costs.

LEGAL REVIEW:

Pursuant to NMSA 1978, § 10-15-1H (5), a majority of a quorum of the City Council may vote to enter closed session to discuss a narrow range of topics. No action may be taken during the closed session.

BOARD AND COMMITTEE ACTION:

There is no board or committee review.

STAFF RECOMMENDATION:

Proceed as presented.

Regular City Council Meeting

Meeting Date: 05/14/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: N/A

Summary:

Employee Out-of-State Travel (Informational Only)

Attachments

Solid Waste Department / Fleet
Roswell Police Department
Engineering
City Councilors



MEMORANDUM
City of Roswell

Sanitation

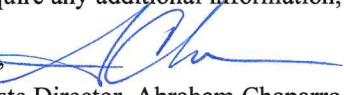
To: CITY COUNCIL MEMBERS
From: Abraham Chaparro
Date: 4/28/2026
Subject: Out-of-State travel for Solid Waste Dept. / Fleet

Dear Council Members,

Approval is requested for the following personnel to attend the listed out-of-state training courses, including recertifications and prerequisite classes necessary for advancement to higher levels of professional certification.

1. Jesse Duke
 - Rank/Position: Emergency Vehicle Technician (EVT)
 - Training Program: F5 Recertification
 - Dates: August 10th – August 13th, 2026
 - Location: Ocala, FL
 - Training Program: Legacy Striker
 - Dates: August 23rd – August 29th, 2026
 - Location: Las Vegas, NV
 - Training Program: ARFF Snuzzle and FAA PM
 - Dates: October 5th – 9th, 2026
 - Location: Houston, TX
 - Purpose: This training allows the City's Emergency Vehicle Technician to maintain required certifications and receive specialized instruction related to ARFF and emergency response vehicles. The courses support in-house maintenance of critical airport and City fleet assets, reducing vehicle downtime, limiting reliance on outside vendors, and generating long-term cost savings for the City.
2. Armando Silva
 - Rank/Position: Heavy Duty Technician (HDT)
 - Training Program: Chassis Electrical & Command Zone
 - Dates: June 7th – 13th, 2026
 - Location: Appleton, WI
 - Training Program: FSC Introduction to Hydraulics & Aerial Maintenance
 - Dates: August 23rd – 29th, 2026
 - Location: Las Vegas, NV
 - Training Program: ARFF Snuzzle and FAA PM
 - Dates: October 5th – 9th, 2026
 - Location: Houston, TX
 - Purpose: This training enables the Heavy-Duty Technician to complete prerequisite coursework necessary for advancement to higher certification levels and to support EVT-level maintenance work. These courses enhance internal diagnostic and repair capabilities for City-owned vehicles, helping reduce outsourced repairs, improve fleet reliability, and support long-term operational efficiency.

If you require any additional information, please do not hesitate to contact me.

Sincerely, 
Solid Waste Director, Abraham Chaparro



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Chief Alberto Aldana

Date: 5/4/2026

Subject: Travel reimbursement request – Officer Bryan Barela (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior City Council approval for any employee receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as a formal request on behalf of Officer Bryan Barela.

Officer Barela is scheduled to attend Instructor Development Training from June 22, 2026, through June 26, 2026. This training is designed to develop and enhance instructional skills, including lesson planning, effective communication, classroom management, and evaluation techniques necessary for delivering high-quality law enforcement training.

Attendance at this training will directly benefit both Officer Barela and the Roswell Police Department. The knowledge and skills gained will enhance his ability to effectively instruct department personnel, contribute to in-service training programs, and support the department's ongoing professional development initiatives.

Officer Barela is requesting reimbursement for expenses associated with this training. Approval of this request will result in his total travel reimbursements for the fiscal year exceeding the \$1,500 threshold established by Resolution 24-55. Therefore, this request is respectfully submitted for City Council review and approval.

At this time, no additional travel is scheduled for Officer Barela during the current fiscal year. However, future travel may become necessary should additional training or professional development opportunities arise.

Please advise if any additional information or documentation is required.

Respectfully,

Chief Alberto Aldana



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Chief Alberto Aldana

Date: 5/4/2026

Subject: Travel reimbursement request – Sergeant Brad Bailey (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior City Council approval for any employee receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as a formal request on behalf of Sergeant Brad Bailey.

Sergeant Bailey is scheduled to travel to Washington, D.C., to attend National Police Week from May 12th through May 16th. His attendance reflects the department's commitment to honoring fallen officers and participating in events that recognize the service and sacrifice of law enforcement personnel nationwide.

Attendance at National Police Week will directly benefit both Sergeant Bailey and the Roswell Police Department by strengthening professional relationships, reinforcing departmental values, and supporting officer morale and wellness.

Sergeant Bailey is requesting reimbursement for expenses associated with this travel. Approval of this reimbursement will cause his total travel reimbursements for the fiscal year to exceed the \$1,500 threshold established by Resolution 24-55; therefore, this request is submitted for City Council review and approval.

At this time, no additional travel is scheduled for Sergeant Bailey during this fiscal year. However, future travel may become necessary should additional training or professional development opportunities arise.

Please advise if any additional information or documentation is required.

Respectfully,

Chief Alberto Aldana



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Chief Alberto Aldana

Date: 5/4/2026

Subject: Travel reimbursement request – Sergeant Randy Rodriguez (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior City Council approval for any employee receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as a formal request on behalf of Sergeant Randy Rodriguez.

Sergeant Rodriguez is scheduled to attend Advanced School Resource Officer (SRO) training from June 15, 2026, through June 17, 2026. This training will provide advanced instruction in school-based policing, threat assessment, student engagement, crisis response, and best practices for maintaining safe and supportive educational environments.

Attendance at this training will directly benefit both Sergeant Rodriguez and the Roswell Police Department. The knowledge and skills gained will enhance his effectiveness in supporting school safety initiatives, improving relationships with students and staff, and responding to incidents within a school setting.

Sergeant Rodriguez is requesting reimbursement for expenses associated with this training. Approval of this reimbursement will cause his total travel reimbursements for the fiscal year to exceed the \$1,500 threshold established by Resolution 24-55; therefore, this request is submitted for City Council review and approval.

At this time, no additional travel is scheduled for Sergeant Rodriguez during this fiscal year. However, future travel may become necessary should additional training or professional development opportunities arise.

Please advise if any additional information or documentation is required.

Respectfully,

Chief Alberto Aldana



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Chief Alberto Aldana

Date: 5/4/2026

Subject: Travel reimbursement request – Officer Nicolas Berumen (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior City Council approval for any employee receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as a formal request on behalf of Officer Nicolas Berumen.

Officer Berumen is scheduled to attend the National Association of School Resource Officers (NASRO) Conference from June 27, 2026, through July 3, 2026. This conference provides comprehensive training and professional development in areas such as school-based policing, threat assessment, student engagement, crisis response, and best practices for maintaining safe and supportive educational environments.

Attendance at this conference will directly benefit both Officer Berumen and the Roswell Police Department. The knowledge and skills gained will enhance his ability to support school safety initiatives, strengthen relationships with students and school staff, and effectively respond to incidents within a school setting.

Officer Berumen is requesting reimbursement for expenses associated with this conference. Approval of this request will result in his total travel reimbursements for the fiscal year exceeding the \$1,500 threshold established by Resolution 24-55. Therefore, this request is respectfully submitted for City Council review and approval.

At this time, no additional travel is scheduled for Officer Berumen during the current fiscal year. However, future travel may become necessary should additional training or professional development opportunities

Please advise if any additional information or documentation is required.

Respectfully,

Chief Alberto Aldana



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Chief Alberto Aldana

Date: 5/4/2026

Subject: Travel reimbursement request – Officer Anna Romero (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior City Council approval for any employee receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as a formal request on behalf of Officer Anna Romero.

Officer Romero is scheduled to attend the National Association of School Resource Officers (NASRO) Conference from June 27, 2026, through July 3, 2026. This conference provides comprehensive training and professional development in areas such as school-based policing, threat assessment, student engagement, crisis response, and best practices for maintaining safe and supportive educational environments.

Attendance at this conference will directly benefit both Officer Romero and the Roswell Police Department. The knowledge and skills gained will enhance her ability to support school safety initiatives, strengthen relationships with students and school staff, and effectively respond to incidents within a school setting.

Officer Romero is requesting reimbursement for expenses associated with this conference. Approval of this request will result in her total travel reimbursements for the fiscal year exceeding the \$1,500 threshold established by Resolution 24-55. Therefore, this request is respectfully submitted for City Council review and approval.

At this time, no additional travel is scheduled for Officer Romero during the current fiscal year. However, future travel may become necessary should additional training or professional development opportunities arise.

Please advise if any additional information or documentation is required.

Respectfully,

Chief Alberto Aldana



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: City Council Members

From: Chief Alberto Aldana

Date: May 4, 2026

Subject: Notification of Out-of-State Training for Department Personnel

Dear Council Members,

The following personnel are scheduled for out-of-state training.

1. Hugo Gonzalez

- **Rank/Position:** Community Outreach Officer
- **Training Program:** Professionalizing Law Enforcement-Community Engagement Training
- **Location:** Dallas, Texas
- **Dates:** May 26th, 2026 – May 31st, 2026
- **Purpose/Objective:** To learn how to strengthen police-community relationships, build public trust, and learn new outreach techniques.

2. Randy Rodriguez

- **Rank/Position:** SRO Sergeant
- **Training Program:** Advanced SRO
- **Location:** Wylie, Texas
- **Dates:** June 14th, 2026 – June 17th, 2026
- **Purpose/Objective:** Required for School Resource Officers

3. Nicolas Berumen, Cristal Gonzales, Anna Romero

- **Rank/Position:** SRO Officers
- **Training Program:** National Association of School Resource Officers Conference
- **Location:** Reno, Nevada
- **Dates:** June 27th, 2026 – July 3rd, 2026
- **Purpose/Objective:** ensuring they receive the most up-to-date training in school safety, threat response, and student engagement

4. Alex Barleen

- **Rank/Position:** Lieutenant
- **Training Program:** Command Leadership Institute
- **Location:** Pampa, Texas
- **Dates:** July 6th, 2026 – July 10th, 2026
- **Purpose/Objective:** Required for recent promotion to Lieutenant

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Chief Alberto Aldana



MEMORANDUM City of Roswell

To: CITY COUNCIL MEMBERS
From: James MacCornack
Date: 5/4/2026
Subject: Out-of-State travel for Engineering

Employee Name: Mac Rogers
Dates: June 9th – June 11th
Location: Dallas, TX
Purpose: Mac Rogers will attend Planning, Designing and Constructing Police Facilities Course in Dallas TX to gain training and knowledge in design and construction considerations that specifically apply to police facilities.



City Clerk

MEMORANDUM
City of Roswell

Amalia Martinez

To: CITY COUNCIL MEMBERS
From: Amalia Martinez
Date: May 7, 2026
Subject: Out-of-State travel for City Councilors

Councilor Name: Juliana Halvorson and Cristina Arnold
Dates: June 9 - 11, 2026
Location: Dallas, Texas
Purpose: Attend IACP Planning, Designing and Constructing Police Facilities Course in Dallas, TX to gain training and knowledge in design and construction considerations that specifically apply to police facilities.