Sandra Whitehead Mayor

Amanda Forrister Mayor Pro-Tem

> Frances Luna Commissioner



Paul Baca Commissioner

Randall Aragon Commissioner

Bruce Swingle City Manager

505 Sims St.

Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767

www.torcnm.org

#### REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> ST., ON WEDNESDAY, SEPTEMBER 22, 2021; TO START AT 9:00 A.M.

- A. CALL TO ORDER
- **B. INTRODUCTION** 
  - 1. ROLL CALL

Hon. Sandra Whitehead, Mayor

Hon. Amanda Forrister, Mayor Pro-Tem

Hon. Paul Baca, Commissioner

Hon. Randall Aragon, Commissioner

Hon. Frances Luna, Commissioner

- 2. SILENT MEDITATION
- 3. PLEDGE OF ALLEGIANCE
- 4. APPROVAL OF AGENDA
- C. PRESENTATIONS (10 Minutes):
  - 1. Certificate of Appreciation to Linda DeMarino for serving MainStreet since 2009. Sandra Whitehead, Mayor
- D. PUBLIC COMMENT (3 Minute Rule Applies)
- E. CONSENT CALENDAR
  - 1. City Commission Regular Minutes, September 8, 2021
  - 2. Accounts Payable, August 2021

#### F. ORDINANCES/RESOLUTIONS/ZONING

- 1. Discussion/Action: Resolution No. 22 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director
- 2. Discussion/Action: Repeal Resolution 40 18/19 Establishing Fees for Fuel Charges at the Airport. Traci Alvarez, Assistant City Manager
- 3. Discussion/Action: Approval of Ordinance #719 Personnel Policy for the City of Truth or Consequences, NM. Bruce Swingle, City Manager
- 4. Discussion/Action: Resolution No. 23 21/22 Approval of Procurement Policy. Bruce Swingle, City Manager
- 5. Discussion/Action: Resolution No. 24 21/22 Approval of Risk Control Program. Bruce Swingle, City Manager

#### **G. NEW BUSINESS**

- 1. Discussion/Action: Award recommendation of Proposal (RFP) #20-21-012 for the North Transformer Replacement. Recommendation of Award is to American Electrical Testing. Carol Kirkpatrick, Finance Director
- 2. Discussion/Action: Approval of Contract with American Electrical Testing as a result of RFP #20-21-012 for the North Transformer Replacement. Carol Kirkpatrick, Finance Director
- 3. Discussion/Action: Award recommendation of Proposal (RFP) #21-22-002 for Annual Legal Services. Recommendation of Award is to Jaime F. Rubin, LLC Attorney at Law. Carol Kirkpatrick, Finance Director
- 4. Discussion/Action: Approval of Contract with Jaime F. Rubin, LLC Attorney at Law as a result of RFP#21-22-002 for Annual Legal Services. Carol Kirkpatrick, Finance Director
- 5. Discussion/Action: Approval of Contract with Coppler Law Firm for Miscellaneous Legal Services. Carol Kirkpatrick, Finance Director
- 6. Discussion/Action: Approval of Contract Extension with Tech 45 Services, LLC for Airport management services. Carol Kirkpatrick, Finance Director
- 7. Discussion/Action: Approval of Contract Extension with Integrated Technologies Group for Information Technologies services. Carol Kirkpatrick, Finance Director
- 8. Discussion/Action: Authorizing Code Enforcement Officer Jamie Sweeney as designated representative to act on behalf of the city Manager and Designated Zoning Official for the enforcement of Municipal Code Property and Building Violations. Traci Alvarez, Assistant City Manager
- 9. Discussion/Action: MainStreet Truth or Consequences Foch Street Renovation Project Grant Application. Linda DeMarino/Rooster Blackspur

#### H. REPORTS

- 1. City Manager
- 2. City Attorney
- 3. City Commission

#### I. EXECUTIVE SESSION

- 1. The Purchase Acquisition or Disposal of Real Property pursuant to 10-15-1(H)(8)
- J. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.

#### K. ADJOURNMENT

#### The meeting will be broadcast live through KCHS on 101.9 FM.

If you do not wish to attend the meeting, but would like to give public input, please submit your comments to <a href="mailto:torcpubliccomment@torcnm.org">torcpubliccomment@torcnm.org</a>, by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, September 20, 2021.

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 the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

**NEXT REGULAR CITY COMMISSION MEETING OCTOBER 13, 2021.** 



## **CITY OF TRUTH OR CONSEQUENCES**

#### **AGENDA REQUEST FORM**

MEETING DATE: September 22, 2021

Agenda Item #: <u>C.1</u>

121	
SUBJECT:	Certificate of Appreciation to Linda DeMarino
DEPARTMENT:	City Clerk's Office
	September 12, 2021
	Bruce Swingle, City Manager
WHO WILL PRESER	IT THE ITEM: Sandra Whitehead, Mayor
Summary/Backgro	ound:
For diligently servi	ng MainStreet since 2009. Linda was the Founding President and served for eight and a half
years as MainStree	t's Executive Director.
Recommendation:	
Attachments:	
Certificate	
Figure 1 to a great /Figure	
Fiscal Impact (Fina	ncej: N/A
\$0.00	
Legal Review (City	Attorney): N/A
None.	
Approved For Subn	nittal By:   Department Director
Reviewed by: 🛛	City Clerk
Final Approval: 🗵	
mui Appiovai. 🖂	City Wallage
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No	Ordinance No
Continued To: -	
☐ Approved	□ Denied □Other: -
File Name: CC Ag	enda 9-22-2021

# Certificate of Appreciation



Presented to

## Linda DeMarino

The City of Truth or Consequences recognizes Linda DeMarino for diligently serving MainStreet since 2009. Linda was the Founding President and served for eight and a half years as

MainStreet's Executive Director.

We commend you and wish you every success in your future endeavors.

Dated this 22th day of September, 2021.

Sandra Whitehead, Mayor

Bruce Swingle, City Manager



## **CITY OF TRUTH OR CONSEQUENCES**

#### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: <u>E.1</u>

SUBJECT:	City Commission Regular Minutes, September 8, 2021	
DEPARTMENT:	City Clerk's Office	
	: September 10, 2021	
SUBMITTED BY:	Angela A. Torres, Clerk-Treasurer	
WHO WILL PRESE	NT THE ITEM: City Clerk Torres	
Summary/Backgro	ound:	
Minutes approval.		
Recommendation:		
Approve the minut	ies.	
Attachments:		
• CC Minutes		
Fiscal Impact (Find	ince): N/A	
\$0.00		
Legal Review (City	Attorney): N/A	
None.		
Approved For Subr	nittal By:   Department Director	
Reviewed by: 🛛	City Clerk	
Final Approval: 🛛	City Manager	
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN	
Resolution No	Ordinance No	
Continued To: -		
☐ Approved	☐ Denied ☐ Other: -	
File Name: CC Ag		

# CITY COMMISSION MEETING MINUTES CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St. WEDNESDAY, SEPTEMBER 8, 2021

#### A. CALL TO ORDER:

The meeting was called to order by Mayor Sandra Whitehead at 9:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

#### **B. INTRODUCTION:**

#### 1. ROLL CALL:

Upon calling the roll, the following Commissioners were reported present.

Hon. Sandra Whitehead, Mayor

Hon. Amanda Forrister, Mayor Pro-Tem

Hon. Paul Baca, Commissioner

Hon. Randall Aragon, Commissioner

Hon. Frances Luna, Commissioner

Also Present:

Bruce Swingle, City Manager

Angela A. Torres, City Clerk-Treasurer

There being a quorum present, the Commission proceeded with the business at hand.

#### 2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

#### 3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead called for Commissioner Aragon to lead the Pledge of Allegiance.

#### 4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister moved to approve the agenda as submitted. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### C. PUBLIC COMMENT (3 Minute Rule Applies):

Rick Dumiak addressed the Commission with comments related to:

- (1) He feels that the Commission needs to appeal Resolution No. 05 21/22.
- (2) He asked about a rumor he heard of a portion of Rotary Park being purchased.
- (3) He asked that the Commission respond to public comment so that the public knows that they have been recognized.

Ron Pacourek addressed the Commission with comments related to:

(1) Weeds he has seen throughout the community that he feels may be a fire hazard.

Audon Trujillo addressed the Commission with comments related to:

- (1) How he is proposed of the new Personnel Policy being adopted.
- (2) He feels that the public needs to have more time during public comment.
- (3) He reported on Commissioner Luna's frequent absence.
- (4) The time frame for appropriating funds for the Golf Course.

Sophia Peron addressed the Commission with comments related to:

(1) The letter that was sent out to the customers who have utilities regarding the electricity outage on October 11<sup>th</sup> and October 22<sup>nd</sup>.

Ron Fenn addressed the Commission with various comments related to:

(1) The advertisement that went out in regards to the meetings pertaining to the AMI meters.

Steve Bauers addressed the Commission with comments related to:

- (1) Recommendations on how we can help our electric system.
- (2) He feels that we all should work together because the whole us and them attitude is not going to get us anywhere.

Ariel Dougherty addressed the Commission with comments related to:

(1) Her concern of a billboard located next to the thrift shop that has misinformation about the Election.

#### D. CONSENT CALENDAR:

1. City Commission Regular Minutes, August 25, 2021:

Mayor Pro-Tem Forrister moved to approve the Consent Calendar as submitted. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Good morning Madame Mayor, commissioners, Mr. Swindle I stand before my representative with a concern about all the weeds or over growth of vegetation in our community. I would think that our code enforcement officer would be working overtime to keep up with all the violations in our city limits. I have a real concern with the area across from Rotary Park, River Bend Spa, Ralph Edwards Park, and all along the River both sides. Please take a drive on East Riverside Dr and look across the river. Someone should be responsible for all that over grown of vegetation and to control it. We have had some real lighting/rain storms in the near pass and if that area get struck by lightning (god bless our fire department) but I not sure they could handle a fire like that over across the river. There is no water source over there, the river is down and the wind usually comes from the south/southwest. I 'm hoping our city would be proactive rather than being reactive to this situation.

I have not forgotten about a No Wake ordinance on the Rio Grande in the city limits of TorC I'm waiting for some action.

FYI I received a letter from UNMH HOSPITAL that they have been hacked and some of my medical record have been compromised.

Thanks Ron Pacourek

AT THE START: If any of you feel you can not be impartial in considering my appeal, I urge you to recuse yourself. Further, you must deliberate the substantive issues I raise. Otherwise you violate my due process rights under the Fourteenth Amendment.

I raise eleven points in my written appeal submitted August 2nd with four Exhibits. You only yesterday received my 5 page Supplement. Regretably the public has been deprived this material. The Supplement includes City Minutes and references to various laws, census data and a recent judicial decision. You must consider both submissions and key points I now discuss.

ONE: In City Code Sec 14-45 what does "providing the availability of service" that carries a customer charge of \$8 actually mean? (Supplement, pg 4, No1.) What specifically does it cover in terms of the tasks the City charges to customers? Combined the City collects over \$30,000 a month and more than \$365,000 a year under "availablity of service". As citizens we have a right to know what our fees provide and how these funds are allocated.

In over 250 billing cycles my water <u>and</u> electric meters were read by two different individuals. Never did a bill have any line item charge for meter readers so THEIR FEES MUST have been incorporated into this \$8 "availability of service" charge. Two questions I seek answered: One, why do you still charge the entire customer base the same amount since meter reading is now theoretically automated? And Two, since you have not dropped or altered this \$8 fee for me why do you think you can charge me TWICE for the same service?

TWO: NM is a leader in equity and environmental justice in crafting state energy policies. Resolution 5 21/22 now makes T or C the highest charging public body in the country for opt out fees for smart meters. Close to 30% of our population live in poverty. 37.4% of the population are seniors. Many of us live on fixed incomes. And 41.7% of adults in poverty also have disabilities. (chart, page 5, Supplement). The \$50 fee is egregious and capricious. It is why 250 citizens readily signed petition you rejected. Most seriously Resolution 5 21/22 defies state law, NM Stat § 62-8-1. Please answer, why you think this Commission especially given our community economic composition is exempt from adhering to this state statute?

**THREE:** December 18, 2020 I appealed under Sec 13-30(e) the installation of a smart meter. At the time and when my appeal was heard before this Commission (and *de facto* approved) this past January, there existed no penalty in the City Code for the exemption under which I appealed. It is long

established practice in making laws desiring to *post facto* collect fees on prior actions that language be written in the law that specifically addresses a retroactive fee process. No such language exists in Resolution 5 21/22. My Public Comments before you on October 9, 2019 (attached) warned of some public opposition to smart meters. I lamented then you were "proceeding with no official public input" – ie Public Hearings that officiate public views. Some 275 people signed a petition that Fall. Your primary obligation is to protect the public welfare. Exactly how is Resolution 5 21/22 fair to me and protects my welfare?

**RELIF SOUGHT:** Resolution 5 21/22 has caused an undue, unjust and harmful cost to me. For these reasons I seek the following relief: the removal from my utility bill of the 2<sup>nd</sup> "EL TOTAL CHARGE" of \$50 since July 2021 and going forward on all future utility bills. In approving my appeal you have the opportunity to show your commitment to the public's welfare.

#### E. PUBLIC HEARINGS:

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 719 relating to Administration adopting a Personnel Policy setting forth Personnel Rules and Regulations, and establishing consistent basic policies, practices, professionalism, and expectations concerning relations between the City of Truth or Consequences and its employees:

City Manager Swingle explained that there were two copies provided in the packet. One is the redline version, and the other is the final version. This policy is a new document. It is not a revision of the existing policy. Senior staff has reviewed the policy, and has made a number of changes to the document over the last two months. It has also been reviewed by our City Attorney. We have made some changes to the nepotism section, which is 9.6. It was changed to the 4<sup>th</sup> and 5<sup>th</sup> level of relationship to be more consistent with what nepotism policies have which is typically the 3<sup>rd</sup> degree of relationship. There were also changes to the leave portion. Initially, he had put the employees that are employed the day that this document is adopted would stay grandfathered in at their existing rate, and new employees would start at the new accrual rate. The change was how they were listed. The Commission has been very generous with the benefits that they have given the employees, and we don't want to take away benefits from the employees that were already given. Therefore, we will grandfather those employees with their current rate.

Mayor Whitehead opened the Public Hearing.

#### **Proponents:**

Audon Trujillo gave his recommendations of some additions/amendments he feels the policy needs before being adopted. (Complete copy attached hereto, and made a part hereof).

Ariel Dougherty stated that she wanted to follow up after Mr. Trujillo because he has a tremendous amount of involvement, investment, and ideas to contribute. He has also followed this issue with the Commission, and the City for a long time. He sent everyone a notice this morning saying that that we should continue the hearing today, but the action should be postponed until some of the ideas that he has presented could be incorporated into it. She would also like to see a citizens committee who can review it, and polish off the procedures. She commented on the two versions of the policy that were provided in the packet. She would have liked for them to be specifically labeled, because she only looked at the first version. Guiding the public how to view 300-400 pages of material might be helpful in the future. She supports what Mr. Trujillo is trying to do and hopes when citizens have valuable contributions to make to the Commission that there is a way in which you will collaborate with us.

#### OBSERVATIONS ON DRAFT T OR C PERSONNEL POLICY - Audon Trujillo, Jr. September 6, 2021

The City is about to make a decision on what personnel policies will govern the administration of City decision making with regards to personnel. The draft personnel policies before the City Commission via Ordinance No. 719 should not, in my opinion, be accepted in its' current form. While the majority of language in the draft document can be seen as an improvement to the City's current Personnel Policies (i.e., City's 2011 Edition), there are sections which rewording would benefit the city.

The City is to be applauded for updating its Personnel Policies which are in need of updating. The City at this junction needs to determine whether it is satisfied with things as they are or whether they indeed seek to select the best candidate for positions, provide their employees with fair work objectives and annual evaluations that will be fair, reasonable and resonate with those intent on seeking excellence in our workforce.

While I have not thoroughly reviewed the complete draft Personnel Policies among the key contents of the draft personnel policies that should be questioned by the City Commission prior to approval of this document are:

**DEFINITION: TEMPORARY EMPLOYEE:** Currently the time for a temporary employee is six (6) months. There should be very few instances that the City cannot complete competition and fill a vacant employee within three (3) months of a position becoming vacant. This is especially try of positions who are electing to retire. Moreover, but for the rarest of circumstances employees should provide the city with two (2) weeks of their vacating their position should they seek employment outside the city.

- **1.41 TEMPORARY EMPLOYEE:** Language in the Personnel Policy needs to clarify that an individual (City employee or outside applicant) hired to fill a temporary position will have all the required knowledge, skills, education and abilities required for the "temporary vacancy" or of a new position. Moreover, such temporary positions should be announced for a minimum of two weeks on the bulletin boards of all City Departments. Should there be a need to go outside the City to fill a new position language in the City will advertise the position for a minimum of two (2) weeks.
- 1.43 UNCLASSIFIED EMPLOYEE: What state regulation allows the City to terminate any employee without being entitled to grievance procedures? If there is a state regulation state the regulation and insert the specific regulation.

**SECTION II: EMPLOYMENT STATUS** 

- **2.1 Position Specifications:** Language need to specify that all required knowledge, skills, education and abilities required of the position to be filled by outside applicants shall also apply to any employee transferred to a vacancy or new position.
- **F. Unclassified Employee:** What state regulation allows the City to terminate any employee without being entitled to grievance procedures? If there is a state regulation state the regulation and insert the specific regulation.

SECTION III. GENERAL PROVISIONS

3.3. Amendment of Rules and Regulations ... Add the following language ...

"A copy shall e given to the employee and the original shall be maintained by HR in the employees personnel file."

#### ADD THE FOLLOWING LANGUAGE:

**3.6.1** Administration by the City's Department Chief of Human Resources: The Department Chief of Human Resources shall be responsible for ensuring that selection boards are educated about and follow all Equal Opportunity Rules & Regulations to ensure that there is no discrimination related to race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical conditions, sexual orientation or gender identity. The Chief of Human Resources shall not be a voting member of any selection panel except for those positions in Human Resources. The Chief of Human Resources (or her/his HR designee) shall be present at all selection panel meetings with applicants to ensure that no violations occur and to ensure that each selection panel member is scoring applicants during the individual applicant interview. At the conclusion of each individual interview the Human Resource Chief shall collect the individual scoring sheets of applicants.

The Chief of Human Resources shall ensure that weighted selection criteria are developed prior to the advertisement of each vacant position. The Chief of Human Resources shall enlist subject matter experts to develop selection criteria and determine the selection criteria's respective weight. Importantly, election criteria and their weights shall be publicized in the position announcement in all advertisements for the position. [Doing this ensure that the City obtains qualified individuals to apply as it will encourage those fitting the sought qualifications to apply and discourage those who do not have the qualifications to not apply.]

- **4.2 Recruitment of Applicants:** Language needs to describe the role of the Chief Financial Officer as being responsible for ensuring that adequate funds for the position are in place (i.e., available) from a funding line item that is in keeping with the position.
- **4.3. Temporarily Filling Vacant Positions:** Suggest changing language from six (6) months to three (3) months. Add that individuals filling a vacant position must meet the requirements established for the vacant position.
- **4.4. Best Qualified & Best-Suited Applicant Determination:** [NOTE: The language as currently written seems to indicate that irrespective of the scoring of applicants that the Department Head and Human Resource Manager can select whoever they wish to employ regardless of the qualifications of the applicants.]

Suggest eliminating the following language

"The best qualified and best suited applicant is determined by the department director, in conjunction with the Huan Resources Manager" and instead insert

"A selection panel of 3 to 5 members shall rate each candidate interviewed for the position. The Head of the Department of the position being filled shall be a member of the selection panel. A majority of the selection panel should be subject matter experts in the field of the position being filled. The selection panel will determine the best qualified and best suited applicant. This will be done by the selection panel's comparative scoring on a) selection criteria, b) response to interview questions and c) any tests that may be required of candidates. Test may be given as a pass fail and/or can be part of the selection criteria scoring of candidates. The only way the selection panel's determination can be invalidated is for

the background check to reveal strong negative factors (e.g., past felonies, reference checks revealing unacceptable past poor performance, pre-employment drug and alcohol screening, medical test). "

#### **SECTION V: CHANGES IN EMPLOYMENT STATUS**

#### 5.1 Promotion: Add:

"The City will base employee promotions on individual merit aligned with annual evaluations recommendations and availability of funding."

#### 5.2 Evaluation Period: Add:

The standard evaluation period shall be a 12 month period beginning for all City employees on [INSERT DATE] and ending on [INSERT DATE]. Employees beginning after the start date of their rating period shall be their employment start date and [INSERT DATE]. Department Heads shall be responsible for establishing measurable work objectives for the employees evaluation period. Care shall be taken to ensure that the work objectives are in line with the position, are measurable and are attainable. The draft written objectives shall be shared with the employee within two weeks of the start of the evaluation period. The employee shall have one week to provide suggested changes to the Department Head and these shall be discussed within two work days after providing the suggested changes. The final work objectives will completed one month after the start of the rating period and shall be signed by both the employee and Department Head. A copy of these shall be provided to the Human Resource Manager and the employee. The Department Head shall be responsible for maintaining the original copy of the work objectives.

#### 5.4 Transfers: Add the following language for subsection A, B and C:

"Employees transferred from one position to another shall meet all the requirements of the position that they are being transferred."

#### **5.5 Resignation:** Suggest adding language to read:

"One week after receiving a resignation letter the Department Director and Human Resources Manager shall provide the employee with a written acceptance or rejection of the resignation. Failure to provide the employee with such a letter shall allow the employee to curtail his/her employment on the date his/her resignation specified or allow him/her to continue employment with no break in employment. This decision will be solely at the employee's discretion."

#### SECTION VI: CONDITIONS OF EMPLOYMENT

#### 6.2 Temporary Employee Hired to a Regular Position: Suggest adding the following language:

Temporary Employees shall not be hired to a Regular Position without advertising the position. [The City needs to ensure that it does not "sole source" filling Regular Positions by hiring Temporary Employees as Temporary Employees were not fully competed.]

**6.4 through 6.5.** Correct Capitalization at start of subsections to coincide with the rest of the draft document.

#### 9.9 Fringe Benefits & 15.5 City Vehicles:

#### **VEHICLE LOGS:**

These draft Personnel Policies do not mention anything regarding the use of vehicles or any responsibilities employees have for logging vehicle use, or the process for checking out a City vehicle for occasional use. Recommend having a statement added regarding establishing a Vehicle Log, the employees responsibility to fill in a Vehicle Log each time they use a Vehicle, Responsibility of Department Heads to ensure Vehicle Logs are in each vehicle and checking the logs on a weekly basis to ensure vehicles are utilized for official business.

There is no statement as to under what circumstances a vehicle can be kept at home. Many City employees seem to be granted the privilege of taking a City owned vehicle home. Is there a City policy on employees reimbursing the City for milage on office to home & home to office use? Is there a master log of Vehicles and which employee has been assigned the vehicle and is allowed to take the vehicle to his residence on a regular basis? Is the specific residential address of the employee noted?

No language on how often a City owned vehicle is to be serviced.

#### **OTHER OBSERVATIONS:**

#### **PURCHASES:**

There is no mention in the Personnel Policies on what practices are to be followed by employees (i.e., including Department Heads) when they require materials/goods or services. If such policies/processes exist, at the very least the existing policy/process for requesting these should be referred to (e.g., T or C City Policy & Process for requesting services, materials/goods).

The State of New Mexico has specific requirements regarding the procurement of goods and services. In some instances the State has ongoing contracts that the City is required to utilize in order to obtain specific goods and services.

Similarly there is no mention of any required "in-house" training on procurement practices that are violations of the State Procurement Policy and which must be avoided (e.g., committing the City to pay for goods or services after the employee has already procured them and submitting receipts for reimbursement).

**END OF DOCUMENT** 

Ron Fenn stated that he is generally pleased with the fact that the city is looking at doing something that has been necessary for a long time. It will certainly not cure things in the short term. That may take generations before all of this comes into fruition. His one suggestion would be to add something that established the relationship of City employees and the public, because the only place that references the public is under the code of ethics. The reference in the proposed policy states that "they shall use the powers, and resources of public office to advocate the public interest, and it is related to the ethical conduct of City Employees and Officials." City Government cannot function efficiently without the confidence of the public. Our contact with citizens, and performance results in often the basis for which Government is judged. This doesn't really address the fact that the people are the city. They are not just residents. Without the people, there is no City so that needs to be a little more emphasized. The paradigm right now is that we work for the City, not recognizing that the people are the City, and what's best for the people is maybe not the same thing that is best for employees. There has been very little accountability for work that is done in the city. There has been very little responsibility in the past, and he thinks that this document may help forge some future betterment. He thinks that there needs to be something in the preamble or in the beginning of it that really punches home the fact that all of you are here for our benefit, not the other way around. That is one of the problems with what has been going on in the city for so long, and why our population under our last census shows about a 20% loss of population.

Mayor Pro-Tem asked Mr. Fenn if he has a suggestion of what the policy should say to make it better.

Ron Fenn responded if they bring this back up, he will write something for the Commission. He always proposes solutions to problems. He doesn't just complain without solutions. He believes in this community, and he will die here, but as long as he is here, he will fight for the benefit of the people of this community.

#### **Opponents:**

None.

#### **Comments from the Commission:**

Commissioner Aragon stated that he likes how the performance evaluation section reads because you need to have goals when you set the performance evaluations. That is important, and he noticed that we didn't have that. Sometimes you might have to hurt people's feelings so there needs to be something in there of you need to tell it like it is or you are not really developing the person. That is really important to develop our people to do things right the first time. He agrees with a review committee, but there needs to be experts on it because this is not something you just want to let someone who has no knowledge on personnel matters be on.

#### CITY COMMISSION SEPTEMBER 8, 2021 REGULAR MEETING MINUTES

Mayor Pro-Tem Forrister feels like we are moving in the right direction to try and change this personnel policy, and she feels like we should take some of these valuable solutions into consideration.

Commissioner Baca agreed that we should take the public's input into consideration.

Commissioner Luna asked by tabling this item when it comes up for approval, what does that do to our publication process, and how does that affect the changes for approval.

City Attorney Rubin stated if we make changes to what we have here, we may have to start the publication process again. He complimented City Manager Swingle for doing a wonderful job by putting this together. He was very honored to be able to go through it, and make some suggested changes. Nevertheless, it is always important to get input from the public, and he is in favor of looking at the suggestions we received today.

Commissioner Aragon stated that Mr. Fenn made the comment about feelings between the employees and the citizens. He thinks that is a good idea. He feels that the employees should serve as an ambassador for the city.

Mayor Whitehead closed the public hearing.

Mayor Pro-Tem Forrister made a motion to table Ordinance No. 719 so they can look at the suggestions given by the public. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### F. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 20 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to be held on October 5, 2021:

City Clerk Torres explained that the Streets Department has various vehicles, a flatbed trailer, and a John Deer Loader that they want to sell in an online auction. Included in the packet is the Resolution, and a list of the surplus property which includes the current value of each item. The auction is through J.J. Kane Auctioneers, and it is scheduled for October 5, 2021.

Mayor Pro-Tem Forrister moved to approve Resolution No. 20 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to be held on October 5, 2021. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 21 21/22 Budget Adjustment Resolution:

Assistant City Manager Alvarez reviewed the budget adjustments submitted in the agenda packet.

Commissioner Baca moved to approve Resolution No. 21 21/22 Budget Adjustment Resolution. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 22 21/22 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA):

City Manager Swingle explained that we have submitted a shell of an application to the New Mexico Finance Authority for a loan to purchase a Transformer for the Substation. The loan is a little over \$1 million dollars. It is the complete cost of the Transformer, as well as the gross receipts tax, and other costs that are associated with this new equipment. The city is in dire need of this Transformer, and fortunately the Electric Department is one of the utilities that does not have a lot of debt. They have one other outstanding loan right now, but it is a fairly small loan comparatively speaking so they are in good financial shape to cover the cost of loan payments. Should the Commission approve the Resolution, we would ask that the Mayor sign off on the formal application, and then we would start submitting all of the documents that NMFA needs to execute the loan process.

Mayor Pro-Tem Forrister moved to approve Resolution No. 22 21/22 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA). Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### **G. NEW BUSINESS:**

1. Discussion/Action: Ariel Dougherty Public Appeal in regards to Resolution No. 05 21/22 imposing a \$50 monthly trip fee to customers desiring to retain their digital meters:

City Attorney Rubin explained that he was asked the question whether or not we need to have this hearing. He knows that we have had Public Appeals before from Mr. Fenn, and Ms. Dougherty regarding the issue of the AMI Meters. However, that issue was delt with the question of whether or not they would be required to have an AMI Meter, and this is a different issue that talks about the \$50 trip fee which was imposed during the January

27<sup>th</sup> meeting, and Resolution was drafted later on. Therefore, his advice was that they would have the right to have an appeal.

Ariel Dougherty, Appellant explained that she sent additional information to the City Clerk on August 18<sup>th</sup>, but it was not sent to the Commission until September 7, 2021.

City Manager Swingle asked the Commission if they have all had a chance to review the information that was sent to them that the Clerk provided to them yesterday.

The Commissioners responded yes.

City Attorney Rubin asked Ms. Dougherty how the document that was submitted to the City Clerk pertains to Resolution No. 05 21/22. (Complete copy attached hereto, and made a part hereof).

Ariel Dougherty, Appellant stated if you hear her presentation, it will clarify things. 51:51

Mayor Pro-Tem Forrister explained that she is confused as to why they did not receive what was just read instead of the minutes that were submitted on August 18<sup>th</sup>.

Ariel Dougherty, Appellant stated that the minutes are an accumulation of history that address concerns about the smart meters that affect city workers. There is no comment what so ever in them about the public welfare.

Mayor Whitehead stated that they are not talking about the meters.

Ariel Dougherty, Appellant stated that she asked a question of how the Commission addresses public welfare in this Resolution.

Mayor Pro-Tem Forrister stated that this appeal is for the \$50 trip fee, not about anything else.

Ariel Dougherty, Appellant stated that the Commission needs to address the \$8 fee, because that has never been addressed in all of these discussions. She contends that you have been paying the Electric Meter readers out of the budget that he \$8 goes into. She feels that she is being charged twice for meter reading.

Mayor Pro-Tem Forrister asked where Ms. Dougherty got the \$8 charge from.

Ariel Dougherty, Appellant stated that it is listed in the code.

Mayor Whitehead stated that the appeals before them today are based on the \$50 trip fee. We are not appealing the \$8 fee today.

Mayor Pro-Tem Forrister stated that she is reading that the \$8 fee is for abiding the availability of service. It has nothing to do with the trip charge.

Public Comment — City of Truth Or Consquences Commission Ariel Dougherty, October 9, 2019

Greetings Commissioners,

I am vehemently opposed to the smart metering that the Commission is proposing. You appear to be proceeding with no offical public input. My reasons are three:

- 1) It is far too expensive with an ongoing unknown expense down the road. Especially as present meters are not broken – like the water mains, or downtown drainage – what problems that might exist can be addressed in other ways.
- 2) It is a health hazard of gigantic proportions waiting to happen. Think Tobacco Industry.
- 3) Such a large expense locks us further into the death spiral of fossil fuels. We all have a collective moral obligation to reach zero emissions. Let's address this instead.

You must provide evidence that smart metering is safe. Your action to proceed makes us all guinea pigs. It violates your obligation to protect the public welfare. For many of us this increase of radio frequency levels will be only feet away from where we spend large proportions of our time. There is ample evidence about the effects of elevated radio frequency hampering people's health. It is a possible class B2 carcinogan.

Legal cases against smart metering have already been settled on behalf of plantiffs in Maine, California and Hawaii. One lead plantiff stated: "We understand that the horse is out of the barn in terms of the meters being in, but they should've vetted these smart meters for safety before they were deployed instead of waiting until they're deployed to see that there's well-known biological effects."

Here the horse is not yet out of the barn. You have a civic and legal obligation to ensure our safety, the public welfare. I deplore you to Whoa; not proceed.

Under the Americans for Disability Act Title II even municipal utilities must comply. For those of us who qualify with a disability the City can not smart meter our homes upon request. Many of our citizens have ADA concerns and can submit requests to keep their analog meters. The 26% of our citizens who live in poverty especially cannot afford this gross, unhealthy action of yours. In the future you may be obligated to pay for the health consequences.

If you do not want to err on the side of public welfare and safety — and keep our expenses down and recognize the climate disaster we are all face — legal actions may be the only remedy.

Please seriously consider the issues I bring to your attention before you make any more movements on this matter. Thank you.

## Supplement A — City Minutes of August 27, 2019 — Item F2: Award RFP for Advanced Meter Infrastructure (AMI) Project (3 pages)

#### CITY COMMISSION AUGUST 27, 2019 REGULAR MEETING MINUTES

Superintendent of Truth or Consequences Schools District Randy Piper introduced Dr. Renee Garcia and Stephania Brownfield to provide additional information.

Dr. Renee Garcia explained the main benefit of the JJAC Agreement is the collaboration that takes place. They usually have a Joint JJAC meeting with the Office of Substance Abuse Prevention and it brings together stakeholders in the community. Their goal in collaboration with THE CLUB is to make sure that our students are safe, are in school, and are achieving at the regress level possible. They cannot share a lot of sensitive information with cutside agencies so having it within the schools will enable them to address those issues in a very timely manner so they can triage and find the support that the students need.

Stephanie Brownfield added they have been working on finding a Coordinator and Jaylah Pendieton is a possible candidate for the position. She will be able to travel and work with the students. One of the thangs they will be working on at the High School is working with students who have missed a few days of school. If they start counseling early, then they can possibly prevent it from going to a 10-day truancy to where the students are out on the street and doing things they maybe shouldn't be doing. Ms. Pendleton also has a Diversion Program where she does individual sessions, a Mentoring Program and a Needle Assessment Program. Judge Sanders has gone to their meetings and they had a table with all of the Principals involved as well as with life. Pendleton The next meeting will be an the 3° and mey will have stakeholders such as Mercedes Murphy, Bobbie Sanders, Alia Traken, Clint Welfborn, and all of the Stakeholders that will assist us in helping our students, because we want them to succeed.

Mayor Pro-Tem Clark confirmed this is just a pass through of the city.

City Manager Madrid recommended that the motion include with the language to be ciantied by both parties and he will then work with City Attorney Rubin to clarify that language, and they will make sure they agree on it with Superintendent Piper. At that language will fully execute the agreement.

Mayor Pro-Tem Clark moved to approve the concept of Sub-Contractor Agreement with Truth or Consequences Municipal School District for the 2019-2020 Juvenile Justice Advisory Council (JJAC) through Children, Youth, and Femilies Division (CYFD) to the city and the schools and authorize City manager Wadraf to make the necessary changes to the contract. Commissioner Baca and Commissioner Szigeti seconded the motion. Motion carried unanimously.

2. Discussion/Action: Award RFP No. 18-19-007 for Advanced Meter Infrastructure (AMI) Project to LNG City Manager Madrid:

Extric Department Director Easley showed the presentation that was previously given regarding the need for this project. The presentation included:

#### CITY COMMISSION AUGUST 27, 2019 REGULAR MEETING MINUTES

- Obstacles encountered while reading meters include dogs; fences; vegetation and locked gates.
- 220 meters are read a day on average.
- Holiday Seasons require more meters read a day to stay on schedule.
- It causes extra work if a meter reader is on vacation or sick.
- Meter readers average 6 walking miles a day, which adds up to 108 miles a month.
- Meter readers are exposed to injuries while reading.

#### Benefits of the system:

- The ability to read meters in a much quicker time.
- The ability to read the meters accurately.
- The system is compatible with the Cities billing software and it logs data on the customer's usage on a points basis.
- The installation would take approximately 6 months.
- Every Meter will fit into residential meters. The only issues they will have will be with a few commercial meters and those meters will be read manually. There will be only 40-50 meters at the most that will have to be read manually.
- The City will take the appropriate steps to make the meters compatible with the AMI System. Customers will not need to re-wire their buildings by any means.
- The meters will have a theft device on them and if the meter is tampered with it will send a red flag back to the Utility Office.

City Manager Madrid explained the RFP process to the Commission stating that they worked with experts to develop the proposals and they were published and sent out. They had a pre-proposal conference for questions from the providers and then the proposals were submitted and evaluated by a committee on a point's basis. The committee met to review the results of the evaluations and those evaluations were done individually and privately, then the committee met as a group to decide on the 3 final candidates. The 3 final candidates were then called in for interviews and presentations before the committee. After that the committee met a final time to determine the recommendation to select a provider. At the last meeting the Commission approved a negotiation with an appropriate provider and those negotiations have taken place. During the negotiation the provider agreed to reduce the price by 8 ½ % which is the amount we would have had to pay in Gross Receipts Tax and that brought the price under the budgeted amount of \$1 million dollars.

City manager Madrid then listed a few highlights of the system which included:

- The system will provide a visual map of where the meters are located.
- It will also pinpoint the location when service is out so power outages will be addressed much quicker.
- The readings will be digital, more accurate, and are real time.
- We will also have the capability to activate and deactivate service without sending anyone out into the field.

#### CITY COMMISSION AUGUST 27, 2019 REGULAR MEETING MINUTES

- It will also give us the ability to provide customers with better information. For example, if there is a dispute with the consumption, we can pinpoint the exact time of consumption.
- There will be a cost savings that will be generated by not having the meter readers out in the field all of the time because meter readers don't just cost their salary, they cost in benefits, retirement, and insurance that we have to match.
- These savings are permanent so the system will more than pay for itself over a period of time.
- This is also something that our providers will soon be moving to, so had we chosen to delay this, the Sierra Electric Cooperative may have mandated this in a few years anyway.
- The last criteria we set in the selection of the provider, was the future capability to incorporate the same concept for water meters and the reading of those meters.

Commissioner Szigeti moved to approve the Award RFP No. 18-19-007 for Advanced Meter Infrastructure (AMI) Project to LNG. Mayor Pro-Tem Clark seconded the motion. Motion carried unanimously.

#### G. REPORTS:

#### City Manager Madrid reported the following:

- Our new phone systems were set up last week and the conversion was successful. We are now in the process of adapting and setting up groups. We will probably be in this learning process for a couple of weeks. You may encounter not being able to leave a voicemail for another couple of days, but for the most part, the phone calls are going exactly to where they need to go.
- We brought in an Engineer to take a look at the possible use of the inflatable dome at the Swimming Pool and there were some concerns with the placement of the electrical outlets and the safety of the use of that dome during the winter. The engineer didn't like the way the design was set up and he deemed it unsafe to use. With that Bo Easley contacted the Electrical Inspector from the Construction Industries Division and asked him to take a look at it as well. Unfortunately, we didn't get a favorable review from him either so it does not look like we will be able to use that dome. However, we are looking into alternative designs and we can use some of the funds from the New Mexico Finance Authority that has already been approved. We found a few designs from companies that have done this in Canada, and it is not overly expensive. The cost of a new pool is something that we cannot afford right now, but it is something we should plan for in the future. Those designs will be reviewed by an architect and from there we will develop cost estimates on a few different ideas to enclose the pool in the future.
- He invited everyone to meet with him tonight at 6:00 p.m. here in the Chambers as part of our Public Input Process.

#### City Attorney Rubin reported the following:

None.

Supplement B — City Ordinances, State Law, the US Constitution, Census Data, and Litigation Compelling the FCC to revisit Radiofrequency Radiation Guidelines in Consideration of this Appeal

1) From the City's Municipal Code

Sec. 14-45. - Electrical rates.

Customer charge means a flat charge for providing the availability of service.

- (d) Residential
- (2) New rate per month or part thereof for each service location.

Customer charge, per month: ..... \$8.00

2) From New Mexico State Statue

Chapter 62 - Electric, Gas and Water Utilities Article 8 - Duties and Restrictions Imposed Upon Public Utilities Section 62-8-1 - Rates.

Every rate made, demanded or received by any public utility shall be just and reasonable.

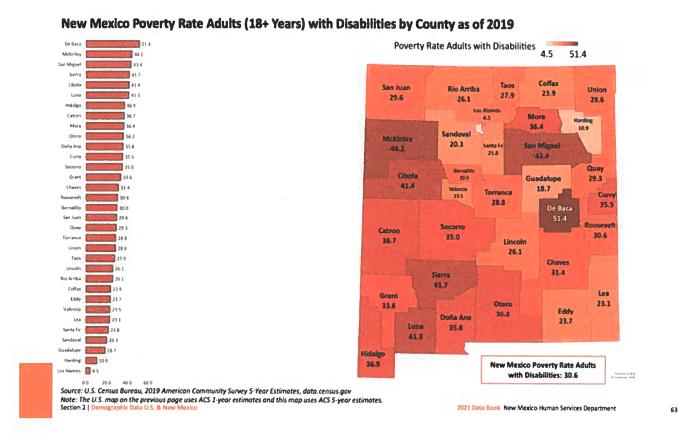
3) From Preamble of the US Constitution:

"We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America."

As well as Constitutional Amendments 8, 9 and 10 Under the Bill of Rights.

- 4) Due Process
  - A. 635 (1940) requirements of procedual due process in administrative proceedings:
    - 1) The right to a hearing and to submit evidence
    - 2) Tribunal must consider the evidence presented
    - 3) The tribunal must be impartial
  - B. Due process under the Fifth and Fourteenth Amendments can be broken down into two categories: procedural due process and substantive due process.
- 5) Sierra County Ranks 4<sup>th</sup> in New Mexico Poverty Rate Adults (18+ Years) with Disabilities by County as of 2019

The following chart is on page 63 of the fuller document, "U.S. and N.M. Data Maps, Section Two", available here: <a href="https://www.hsd.state.nm.us/wp-content/uploads/2021-Data-Book-US-NM-Demographics-3.pdf">https://www.hsd.state.nm.us/wp-content/uploads/2021-Data-Book-US-NM-Demographics-3.pdf</a>



#### 6) 08/13/21 BIG TECH > NEWS

## 'Historic Win': CHD Wins Case Against FCC on Safety Guidelines for 5G and Wireless

The U.S. Court of Appeals for the D.C. Circuit court ruled the Federal Communications Commission failed to provide a reasoned explanation for its determination that its current guidelines adequately protect against harmful effects of exposure to radiofrequency radiation.

This historic case was filed by CHD on Feb. 2, 2020. The case challenged the agency's decision not to review its 25-year-old radio-frequency emissions (RF) guidelines which regulate the radiation emitted by wireless technology devices (such as cell phones and iPads) and infrastructure (cell towers, Wi-Fi and smart-meters), and to promulgate biologically and evidence-based guidelines that adequately protect public health.

Read whole article: <a href="https://childrenshealthdefense.org/defender/chd-wins-case-fcc-safety-guidelines-5g-wireless/">https://childrenshealthdefense.org/defender/chd-wins-case-fcc-safety-guidelines-5g-wireless/</a>

Ariel Dougherty, Appellant stated that she contends that part of the budget that the \$8 fee goes into goes to paying the meter readers.

Mayor Pro-Tem Forrister stated that it is her understanding that the \$8 charge is for having a meter... period.

Commissioner Luna stated that the \$50 fee was established for those who wanted a special meter because it was a special process. There is a fee when you want to do something different than everybody else so regardless of what the normal fee or \$8 fee is, the fee being appealed is the \$50 trip fee. She simply cannot excuse the fact that Ms. Dougherty wants a special meter. Therefore, she needs to pay for that, as does anybody else who wants that service.

Commissioner Luna made a motion to deny Ariel Dougherty's appeal of Resolution No. 05 21/22 and keep the \$50 monthly trip fee. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Ron Fenn Public Appeal in regards to Resolution No. 05 21/22 imposing a \$50 monthly trip fee to customers desiring to retain their digital meters:

Ron Fenn, Appellant stated that his appeal is in the packet along with the Commission's signed oath of office to uphold the constitution and the laws of the State of New Mexico. (Complete copy of appeal attached hereto, and made a part hereof).

Mayor Pro-Tem Forrister made a motion to deny Ron Fenn's appeal of Resolution No. 05 21/22 and keep the \$50 monthly trip fee. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of NM Workforce Connection Building Lease:

City Manager Swingle explained that this is a lease with NM Workforce Connections. Their current lease has expired, and we have negotiated a new lease with them. The lease that they have been operating under for the last couple of years gave them the ability to sub-lease the space to whomever they chose to and collect the revenue, and keep it for themselves. The leasable space is about 5900 square feet. We have taken that mechanism out. The city will lease that space and will retain rent for that. This agreement is for the NM Workforce Connection to have 1560 square feet of the building, and the lease is a 60-month lease. The fee for rear one is \$1,000. We currently charge \$900 per month. The lease will increase \$100 per year after that.

Commissioner Baca moved to approve the NM Workforce Connection Building Lease. Commissioner Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Agreement to Provide GIS Addressing Services between the County of Sierra and the City of Truth or Consequences:

City Manager Swingle explained the City of Truth or Consequences, the City of Elephant Butte, and the Village of Williamsburg does not have GIS capabilities or staff that provide that service. Sierra County has an individual who is doing GIS. It is not financially feasible for all entities to hire their own individuals and pay them to provide the service so the County stepped up to the plate, and offered to extend the GIS services to all of the governmental entities for that service. The fee is \$50 per hour, which is the individual's salary and benefits. We need a lot of improvement with our plating and mapping, and the only way to get that done is to hire someone to do that full time or hire a company to come in and do it for us. The most feasible solution for us is to partner with the County, and utilize their services.

Mayor Pro-Tem Forrister moved to approve the agreement to Provide GIS Addressing Services between the County of Sierra and the City of Truth or Consequences. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Review and approval of the 2021 Holiday Schedule for the employees of the City of Truth or Consequences:

City Manager Swingle explained that he realizes that this is coming to the Commission late in the year. However, it was just brought to his attention that the Holiday Schedules for the employees of the City of Truth or Consequences have been approved by the City Manager and not the Commission. The City Commission should approve the holiday's whether they are federal holidays or important to the community. In December, you will see the entire Holiday schedule for 2022.

Mayor Pro-Tem Forrister moved to approve the 2021 employee Holiday Schedule for the remainder of 2021. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### H. REPORTS:

#### **City Manager Swingle reported the following:**

- We recently had a meeting with the Sierra County Animal Rescue Society and they have volunteered to cover 100% of the spade and neutering of all cats in the facilities if there is an intent to release them out or have them adopted. They also agreed to authorize spade and neutering of 1 dog per month. They are also looking into other options including fundraising to see if they can increase that for the dogs as well. We really appreciate them for stepping up to the plate.
- He gave kudos to the Water Department. The Water employees were out all last weekend to make sure that the lift station was operating properly.
- He gave kudos to Ruby Otero in the Finance Department for assisting some ladies who were lost in the community. She went above and beyond to help them, and that is exactly what we want our employees to do.
- There will be a special Hospital Board meeting tomorrow at 1:30 p.m. and the regular meeting is on September 21, 2021 at 12:00 p.m.
- We have an auditor entrance meeting today at 1:30 p.m. to start the process of our audit.
- Every employee is attending the professionalism training which is a 3-hour block of training and education. Our last class is scheduled for tomorrow. However, we will have an additional class for those who were not able to attend the other classes. Supervision and leadership trainings will be held after the professionalism trainings are completed.
- The water rates are set to increase based on the ordinance that was approved by the Commission. The ordinance states that the increases will be done in July. However, we have to do the annual CIP rate, and they are based on whatever the overall CIP rate is. The rates will be shown on the bills in September.

#### City Attorney Rubin had no report.

#### **City Commission Reports:**

#### Commissioner Luna reported the following:

Today we heard comments about this Commission's education and intelligence, and that we are here for them. She couldn't disagree more because we are here to represent all of the people. That doesn't mean that we represent the vocal minority. We represent everyone. Those who are afraid to come to these meetings and speak up, but they call us privately. Our neighbors, and our constituents who send them text messages, and emails, and visit with them regularly. Those who don't get to be heard during these meetings because they count on the Commission to represent them so, please do not think we are here to represent you alone. We are here to represent all of our constituents, their families, business owners, tourists to our community, and those who have not moved here yet. We are here to weigh out the facts, hear those sides, and not represent one person or one side. She realizes that doesn't play to the favor of

those who attend these meetings regularly, but it is our job to look to the future of our community, watch our budget, and pay attention to the growth. She thinks it was clear today during the public hearing that when ideas are brought to the table without attacks, we are eager to consider them. However, making these attacks on this Commission, our staff, and our leadership is no way to work together, and if we truly want to see progress within our community, she asks that we all do just that. Let's work together in a positive way with positive ideas. Let's move past the attacks and the negativity, and lets finally help our community to grow.

#### Commissioner Baca reported the following:

- He agreed with Commissioner Luna. That was well said.
- The petition of Resolution No. 05 21/22 was brought up again today, and yes 200 plus people signed it, but he thinks that a lot of them were mis-informed. The \$50 fee is only for the people who opted-out.

#### Mayor Pro-Tem Forrister reported the following:

- She feels like Commissioner Luna summed it up really well. She also appreciated Mr. Bauer's comment. We do want to encourage those valuable solutions. We are here to listen to the solutions, but the attacks on them, and the city employees does not get anybody anywhere.
- The 911 memorial unveiling event will be held at the village of Williamsburg.

#### Mayor Whitehead reported the following:

- She concurs with her fellow Commissioners. We seem to be attacked all of the time in one way or another. It's not only towards the Commission, but it's also towards the employees and department heads, and even sometimes towards the City Manager. We need to all work together, and City Manager Swingle is more than willing to sit down and discuss things with the public. A lot of things that are coming before them in public comment can easily be talked to through administration. That is what the City Manager is here for, and if he cannot address something, he brings it to the Commission.
- She knows that Commissioner Luna has not been present for a few meetings, but she has participated telephonically. There are times that we have lost her due to the connection, but today she has been on the phone throughout the who meeting, and she has been participating.

#### Commissioner Aragon reported the following:

- He asked City Manager Swingle to look into the matter of Rotary Park being purchased that was brought up by Mr. Dumiak.
- He asked City Manager Swingle to look into the billboard that was mentioned by Ms. Dougherty.
- He asked about the overgrowth of vegetation that was mentioned by Ron Pacourek.

#### Rotary Park response:

City Manager Swingle stated that he will absolutely look into it. However, it is not unusual for property to be bought and sold all of the time. He doesn't understand what the significance of land out there is to anyone other than the land owner. We are not selling our land, and the only other land that he knows of in that area belongs to the Bureau of Reclamation. If it is a private resident selling land, he doesn't understand the issue.

#### Billboard response:

City Manager Swingle stated that the billboard mentioned in public comment is not our billboard. He will however, look into getting the Election Information accessible to the public.

#### Overgrowth of vegetation:

City Manager Swingle stated that Code Enforcement has been out, and has been citing and working with a lot of property owners. However, he will be more than happy to have Code Enforcement take a look at it to see what the situation is.

#### I. EXECUTIVE SESSION:

1. Threatened & Pending Litigation (Clover Leaf Water Rights Case) pursuant to 10-15-1(H.7):

Commissioner Baca made a motion to go into executive session at 10:55 a.m. to discuss Threatened & Pending Litigation (Clover Leaf Water Rights Case) pursuant to 10-15-1(H.7). Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Whitehead reconvened the meeting in open session at 11:13 a.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Threatened & Pending Litigation (Clover Leaf Water Rights Case) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

#### J. ADJOURNMENT:

Commissioner Baca moved to adjourn at 11:14 a.m. Mayor Pro-Tem Forrister seconded the motion. Motion carried unanimously.

Passed and Approved this 22nd day of September, 2021.

## CITY COMMISSION SEPTEMBER 8, 2021 REGULAR MEETING MINUTES

	Sandra Whitehead, Mayor
ATTEST:	
Angela A. Torres, CMC, City Clerk	

### **CITY OF TRUTH OR CONSEQUENCES**

#### **AGENDA REQUEST FORM**

**MEETING DATE:** <u>September 22,2021</u>

Agenda Item #: E2

<u>``</u>	
SUBJECT:	Accounts Payable – August 2021
DEPARTMENT:	Finance
	September 10, 2021
SUBMITTED BY:	Ruby Otero, Accounts Payable
	NT THE ITEM: City Manager- Bruce Swingle
Summary/Backgro	ound:
According to Sec. 2	2-28 of the Municipal Code related to Publication of expenditures:
_	may be published a summary of expenditures made during the preceding calendar month,
	e a list of the total expenditures during the month, the amount spent in connection with
	em, and a summary of all receipts; provided, however, that the publication mentioned in
	e made only at the discretion of the Commission if it shall deem such publication
necessary in the pu	•
<u>-</u>	
Recommendation:	
Approve the Accou	unts Payable summary for August 2021
Attachments:	
End of Mon	nth Accounts Payable Report by Fund
=!! !	1 No
Fiscal Impact (Fina	ince): Yes
All Funds Summary	y is a total of \$ 737,769.43
All Fullus Sullilla,	/ is a total of \$ 737,703.43
 Legal Review (City	Attornev): N/A
N/A	
Tarawad Ear Subn	nittal By:   Department Director
Reviewed by: 🖂	City Clerk ☑ Finance ☐ Legal ☒ Other: Ruby Otero-Vallejos, Account Payable
Final Approval: 🗆	City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. N	/A Ordinance No. N/A
Continued To: -	Referred To: -
☐ Approved	☐ Denied ☐ Other: Click here to enter text.
File Name: CC Ag	enda 9-22-2021

Accounts Payable Transfer Sheet - 20-21 FY Post Date Ending: 8/6/21,8/13/21,8/20/21,8/25/21,8/27/21

<u>Fund</u>	<u>Fund</u> <u>Description</u>	Fund Totals						GRAND TOTAL	<u>Fund</u> Numbers
		8/6/2021	8/13/2021	8/20/2021	8/25/2021	8/27/2021	8/27/2021	TRANSFERS	
101	General	\$66,375.78	\$8,315.33	\$17,197.89	\$150.00	\$11,736.16	\$6,669.06	\$110,444.22	101
201	Local Government Corrections	\$144.00		\$3,325.00			· · · · · · · · · · · · · · · · · · ·	\$3,469.00	201
209	State Fire	\$3,082.53		\$483.22		\$725.73	-	\$4,291.48	209
211	Law Enforcement Protection								211
214	Lodger's Tax	\$7,938.20	\$416.66		\$878.42			\$9,233.28	214
216	Street Renovation	\$1,429.88	\$360.26	\$10,316.04		\$9,436.95		\$21,543.13	216
217	Municipal Recreation								217
292	Federal Seizure Share								292
293	Veterans Wall Perpetual								293
294	State Library			\$23.75		\$274.59		\$298.34	294
295	Municipal Pool	\$2,331.48		\$543.64		\$1,682.49		\$4,557.61	295
296	PD-GRT Fund					\$295.36		\$295.36	296
298	PD-Donations					\$643.20		\$643.20	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial			\$143.73				\$143.73	303
304	SJOA - Grants								304
305	Capital Improvement General								305
306	Captial Improvement Joint Utility				-		· · · · · ·	-	306
307	Golf Course Improvements								307
308	USDA -Sweeper		-						308
309	USDA-Wastewater								309
310	R&R-Emergency								310
311	R&R-Sewer								311
312	R&R-Airport			-	\$29,388.56		<del></del>	\$29,388.56	312
313	R&R-Water					<del></del>		<b>V20,000.00</b>	313
314	CDBG - Grant								314
315	Cl Reserve- Non Capital Equipment								315
316	Emergency Reserve				<del>+</del>		· · · · · · · · · · · · · · · · · · ·		316
320	<b>USDA Water System Improvements</b>						·		320
360	NMFA PROJECTS	<del></del>			<del>+</del>				360
403	Pledge State Tax	\$18,834.93			<del>+</del>			\$18,834.93	403
501	Cemetery	,,,,,,,,,,		\$472.25	<del>+</del>	-		\$472.25	501
502	Utility Office	\$3,255.08	·	\$1,310.46	<del></del>	\$3,445.02		\$8,010.56	501
503	Electric Dept	\$43,787.06	\$276,659.84	\$90,329.75		\$7,187.75		\$417,964.40	502 503
504	Water Dept	\$16,605.37	\$7,079.02	\$1,702.60		\$1,787.81		\$27,174.80	504
505	Solid Waste	\$6,930.15	\$7,228.65	\$37,962.78		\$1,960.18		\$54,081.76	505
506	WasteWater	\$9,229.28	\$4,989.41	\$1,442.09		\$830.70		\$16,491.48	506
507	Solid Waste Landfill/Collection	1 1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ţ., <b></b>		<del>+300.70</del>		¥10,731.40	507
508	Golf Course	\$1,052.92		\$1,507.84		\$2,666.58		\$5,227.34	507 508
509	Municipal Airport	\$42.00		\$1,708.94	\$109.34	\$588.53	· · · · · · · · · · · · · · · · · · ·	\$2,448.81	509
600	Internal Service Fund	\$2,491.51	\$143.20	\$120.48	ψ103.34	<b>4300.33</b>		\$2,755.19	600
700	PD Bond	+=,+01101	Ţ170.Z0	<b>VIZU.70</b>				<b>₹2,7 33.19</b>	700
	Grand Total-Accounts Payable	\$183,530.17	\$305,192.37	\$168,590.46	\$20 E26 20	£42.004.05	<b>\$0,000,00</b>	A707 700 40	700
	Orana rotal-Accounts rayable	\$ 100,530.17	<b>\$300,182.37</b>	₱ 100,59U.40	\$30,526.32	\$43,261.05	\$6,669.06	\$737,769.43	



#### Truth or Consequences

## **Expense Approval Report**

By Fund

Payable Dates 8/1/2021 - 8/31/2021

#### **PAYABLE APPROVAL**

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
CITY UTILITIES	07/21/21	08/05/2021	CITY UTILITIES CYCLE C&D/OPE	. 101-1018-43780	7,094.56
AMAZON CAPITAL SERVICES, IN.	1F66-7DJF-FL36	08/05/2021	30 FT. INFLATABLE PROJECTOR		629.99
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1001-41226	151.20
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1002-41226	43.87
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1003-41226	260.54
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1004-41226	236.57
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1006-41226	106.80
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1007-41226	733.57
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1008-41226	116.28
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1009-41226	136.73
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1009-41226	77.30
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1010-41226	64.80
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1011-41226	280.34
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1012-41226	112.80
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1014-41226	162.00
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	101-1016-41226	180.73
INTEGRATED TECHNOLOGIES G	. 7215	08/05/2021	IT SERVICES JULY 1, 2021 - SEPT	. 101-1018-48598	984.84
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	101-1007-43316	45.00
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	101-1007-47420	91.50
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	101-1008-47420	20.00
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	101-1009-47420	114.00
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	101-1014-47420	57.25
GRAINGER, INC.	9971782827	08/05/2021	DIAL HAND SOAP REFILL CATRI	101-1014-44607	669.20
XEROX CORP.	013889889	08/06/2021	XEROX CHARGE/METER USAGE	101-1040-43465	103.84
XEROX CORP.	014027014	08/06/2021	BASE CHARGE/METER USAGE	101-1001-43465	354.78
XEROX CORP.	014027015,014027013	08/06/2021	BASE CHARGE/METER USAGE	101-1004-43465	562.11
XEROX CORP.	014027016	08/06/2021	BASE CHARGE - METER USAGE	101-1007-43465	267.66
TURTLEBACK PEST CONTROL, I		08/06/2021	OPEN PO FOR PEST CONTROL S	101-1014-43403	728.04
SIERRA COUNTY CLERK	08042021	08/06/2021	OPEN PO FOR FY 21/22 - RECO	101-1001-43740	100.00
MANANA	107-21	08/06/2021	OPEN PO-LANDSCAPING SERVI	101-1009-47415	900.00
SIERRA COUNTY SENTINEL	107571	08/06/2021	HELP WANTED ADS FY21-22 - O	101-1004-43740	238.23
SIERRA COUNTY SENTINEL	107682	08/06/2021	HELP WANTED ADS FY21-22 - O	101-1004-43740	10.25
SIERRA COUNTY SENTINEL	107690	08/06/2021	HELP WANTED ADS FY21-22 - O		97.01
SIERRA COUNTY SENTINEL	107703	08/06/2021	HELP WANTED ADS FY21-22 - O		14.75
SIERRA COUNTY SENTINEL	107746,107712,107701,107573	08/06/2021	OPEN PO FOR FY 21/22 PUBLIC		484.67
SUN VALLEY, INC.	159266/6,159535/6,159517/6	08/06/2021	SUN VALLEY OPEN P.O. JULY 20		126.53
SUN VALLEY, INC.	159286/6	08/06/2021	PLAIN SINGLE SIDED KEY	101-1007-44606	4.77
SUN VALLEY, INC.	159286/6	08/06/2021	DISCOUNT	101-1007-44606	-0.24
SUN VALLEY, INC.	159502/6	08/06/2021	DISCOUNT	101-1014-44607	-26.37
SUN VALLEY, INC. SUN VALLEY, INC.	159502/6	08/06/2021	MULTIPLIER TOOL	101-1014-44607	34.99
SUN VALLEY, INC.	159502/6 159502/6	08/06/2021		101-1014-44607	16.98
SUN VALLEY, INC.	159502/6 159502/6	08/06/2021	14X14X1 FBG FURNANCE FILTER		71.76
SUN VALLEY, INC.	159502/6	08/06/2021 08/06/2021	WEED EATER SPOOL AUTO CUT		23.98
SUN VALLEY, INC.	159502/6		16X20X2 PREPLEAT FILTER	101-1014-44607	203.76
SUN VALLEY, INC.	159502/6	08/06/2021 08/06/2021	90Z HD CONSTRUCTION ADHES		77.88
JOH VALLET, INC.	133302/0	00/00/2021	WEED EATER HEAD AUTO CUT	101-1014-4460/	25.99

#### Payable Dates: 8/1/2021 - 8/31/2021

expense reprioral report				rayable bates: 8/1/2021	8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	159502/6	08/06/2021	TRIMMER LINE	101-1014-44607	71.98
O'REILLY AUTO PARTS, INC.	2162-459615	08/06/2021	BALL MOUNT	101-1007-47420	54.99
SIERRA AUTO/CARQUEST	286270	08/06/2021	OIL FILTER	101-1007-47420	4.03
SIERRA AUTO/CARQUEST	286270	08/06/2021	AIR FILTER	101-1007-47420	7.99
SIERRA AUTO/CARQUEST	286274	08/06/2021	REMANUFACTURED STARTER	101-1009-47420	129.79
SIERRA AUTO/CARQUEST	286710	08/06/2021	AIR FILTER	101-1007-47420	10.21
SIERRA AUTO/CARQUEST	286710	08/06/2021	OIL FILTER LD	101-1007-47420	4.03
SIERRA AUTO/CARQUEST	286711	08/06/2021	BATTERY SILVER	101-1009-47420	123.82
SIERRA AUTO/CARQUEST	286897	08/06/2021	OIL FILTER	101-1007-47420	4.23
SIERRA AUTO/CARQUEST	286897	08/06/2021	CABIN AIR FILTER	101-1007-47420	10.31
SIERRA AUTO/CARQUEST	286899	08/06/2021	OIL FILTER LD	101-1007-47420	8.06
SIERRA AUTO/CARQUEST	286899	08/06/2021	AIR FILTER	101-1007-47420	15.98
SIERRA AUTO/CARQUEST	287241	08/06/2021	BATTERY CHARGER FOR DUMP	. 101-1009-44607	59.99
SIERRA AUTO/CARQUEST	287241	08/06/2021	BATTERY FOR DUMP TRAILER	101-1009-44607	89.19
SIERRA AUTO/CARQUEST	287241	08/06/2021	FORD F-150 FILTER MAINTENA	101-1009-47420	8.26
SILVERSKY, INC.	436013-SI	08/06/2021	EMAIL SERVICE OPEN PO FY21/	101-1018-43815	183.76
TRANS UNION RISK & ALTERNAT	`485949-20210 <b>7-</b> 1	08/06/2021	MONTHLY CHARGE FOR TLO SO	. 101-1007-43815	113.00
JAIME F. RUBIN, LLC	80121	08/06/2021	OPEN PO FOR LEGAL SERVICES	101-1000-43597	4,413.71
QUEST DIAGNOSTICS, INC.	9194117974	08/06/2021	SCREENING & MRO FEE FY21-22.	. 101-1004-48599	272.00
VERIZON WIRELESS	9884905705	08/06/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	41.29
VERIZON WIRELESS	9884905705	08/06/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	247.74
VERIZON WIRELESS	9884905705	08/06/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	82.58
LASTING PAWS PET MEMORIAL	LC10391-I-0016	08/06/2021	ANIMAL CREMATION	101-1006-48599	425.60
MELLOY CJDR	R20147	08/06/2021	2020 DODGE RAM 3500 CREW	101-1014-80810	43,202.00
TDS	002157	08/13/2021	INTERNET SERVICE/PD OPEN PO.	. 101-1007-43775	149.00
TESTON'S FREEWAY CHEVRON	178833	08/13/2021	OPEN PO FY21/22 FUEL PURCH	101-1013-43316	67.32
COPPLER LAW FIRM, P.C.	300342	08/13/2021	OPEN PO FOR LEGAL SERVICES	101-1000-43597	645.63
SIERRA VISTA HOSPITAL / SIERR.	330849	08/13/2021	COLLECTION FEE FY21-22 OPEN	. 101-1004-48599	200.00
SIERRA AUTO/CARQUEST	341128	08/13/2021	BATTERY TERMINAL	101-1009-47420	2.63
SIERRA AUTO/CARQUEST	341128	08/13/2021	BATTERY CABLE L;UG	101-1009-47420	2.37
SIERRA AUTO/CARQUEST	341128	08/13/2021	BATTERY CABLE LUG	101-1009-47420	1.72
SIERRA AUTO/CARQUEST	341128	08/13/2021	BATTERY CABLE LUG	101-1009-47420	3.52
KING'S LOCKSMITH	530766	08/13/2021	KEYS AND OTHER LOCKSMITH I	101-1014-43403	53.79
SIERRA VETERINARY SERVICES, L.	582302	08/13/2021	VETERNINARY SERVICES	101-1006-48598	65.10
WEX BANK	627273	08/13/2021	OPEN PO FOR FUEL FY 21/22	101-1003-43316	93.01
WEX BANK	674724	08/13/2021	FUEL FOR ANIMAL CONTROL/C	101-1008-43316	3,415.35
QUILL CORPORATION	737361	08/13/2021	PHONE MESSAGE BOOKS	101-1003-44606	15.56
QUILL CORPORATION	737361	08/13/2021	COPY PAPER 5 REAMS/CARTON	101-1003-44606	167.34
QUILL CORPORATION	737361	08/13/2021	NAMEPLATE FOR BRUCE'S OFFI	101-1003-44606	8.54
QUILL CORPORATION	737361	08/13/2021	<b>BUSINESS CARDS FOR TRACI 25</b>	101-1010-44606	15.29
QUILL CORPORATION	737361	08/13/2021	<b>BUSINESS CARDS FOR DAVE 250</b>	101-1014-44607	15.29
WEX BANK	783215	08/13/2021	FUEL FOR ANIMAL CONTROL/C	101-1008-43316	757.92
TURTLEBACK PEST CONTROL, I	788516	08/13/2021	OPEN PO FOR PEST CONTROL S	101-1014-43403	728.04
WEX BANK	802548	08/13/2021	UNLEADED FUEL WEX CARD	101-1014-43316	464.61
LASTING PAWS PET MEMORIAL.	850945	08/13/2021	ANIMAL CREMATION	101-1006-48599	486.10
TESTON'S FREEWAY CHEVRON	917675	08/13/2021	TESTOS FUEL/OIL OPEN P.O. FY	.101-1009-43316	957.20
THE LINE, LLC	15062	08/20/2021	MECHANICS WEAR GLOVES	101-1007-42620	163.60
WINDSTREAM CORPORATION	179851	08/20/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	117.10
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	101-1001-41226	150.98
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	101-1002-41226	43.87
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	101-1003-41226	221.66
NM RETIREE HEALTH CARE	235484	08/20/2021	${\bf NM} \ {\bf RETIREE} \ {\bf HEALTHCARE} \ {\bf PPE} \$	101-1004-41226	202.37
NM RETIREE HEALTH CARE	235484	08/20/2021	${\bf NM} \ {\bf RETIREE} \ {\bf HEALTHCARE} \ {\bf PPE} \$	101-1006-41226	86.64
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	101-1007-41226	733.57
NM RETIREE HEALTH CARE	235484	08/20/2021	${\bf NM}~{\bf RETIREE}~{\bf HEALTHCARE}~{\bf PPE}~$	101-1008-41226	155.88
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	101-1009-41226	136.73
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	101-1009-41226	77.30
NM RETIREE HEALTH CARE	235484	08/20/2021	${\bf NM}~{\bf RETIREE}~{\bf HEALTHCARE}~{\bf PPE}~$	101-1010-41226	64.80
NM RETIREE HEALTH CARE	235484	08/20/2021	${\bf NM}$ retiree healthcare ${\bf PPE} \dots$	101-1011-41226	280.34
NM RETIREE HEALTH CARE	235484	08/20/2021	${\bf NM}~{\bf RETIREE}~{\bf HEALTHCARE}~{\bf PPE}~$	101-1012-41226	112.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	A
NM RETIREE HEALTH CARE	•				Amount
NM RETIREE HEALTH CARE	235484 235484	08/20/2021	NM RETIREE HEALTHCARE PPE		162.00
REED'S TIRE CENTER	262388	08/20/2021 08/20/2021	NM RETIREE HEALTHCARE PPE		180.73
REED'S TIRE CENTER	262388	08/20/2021	285 70 R17 IRONMAN TIRES	101-1007-47420	720.00
ALARM CONTROL TECHNOLOGI.		08/20/2021	245 55 R18 BF GOODRICH TIRES FIRE ALARM MONITORING		700.00
MPG SERVICES, LLC	390103	08/20/2021	REPAIR A/C UNIT AT P.D. PARTS	101-1014-47410	53.94
SIERRA AUTO/CARQUEST	416558	08/20/2021	HUB ASSEMBLY	101-1014-43403	533.71
SIERRA AUTO/CARQUEST	416558	08/20/2021	BRAKE PADS	101-1007-47420	169.73 45.15
SIERRA AUTO/CARQUEST	416558	08/20/2021	BRAKE PADS	101-1007-47420	45.15 49.18
BRADY INDUSTRIES, LLC	423897	08/20/2021	FUEL CHARGE	101-1014-43316	49.18
BRADY INDUSTRIES, LLC	423897	08/20/2021	TRASH LINER 30X36 WHITE	101-1014-44607	350.30
CITY UTILITIES	513069	08/20/2021	CITY LANDFILL BILLS/OPEN PO F.		155.72
XEROX CORP.	513154	08/20/2021		101-1003-43465	357.30
SIERRA AUTO/CARQUEST	51885	08/20/2021	CAMSHAFT POSITION SENSOR	101-1007-47420	31.13
CITY UTILITIES	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN		5,153.04
SIERRA COUNTY FLOOD COMISS.	599883	08/20/2021	ANNUAL FLOODPLAIN MANAG		5,000.00
QUILL CORPORATION	60741	08/20/2021	BUSINESS CARDS FOR TARA M		15.29
QUILL CORPORATION	60741	08/20/2021	BUSINESS CARDS FOR RYAN LA		15.29
QUILL CORPORATION	60741	08/20/2021	BUSINESS CARDS FOR PAT O'H	101-1016-44606	15.29
SIERRA AUTO/CARQUEST	659784	08/20/2021	AIR FILTER	101-1007-47420	7.99
SIERRA AUTO/CARQUEST	659784	08/20/2021	OIL FILTER	101-1007-47420	4.03
NU-WAY LAUNDRY & CLEANERS	671497	08/20/2021	CARPET CLEANING SERVICE	101-1014-44607	157.77
OFFICE DEPOT	708205	08/20/2021	SHARPIE GEL PENS BLACK 12 C	101-1007-44606	24.20
OFFICE DEPOT	708205	08/20/2021	DRY-ERASE WHITEBOARD 36' X	. 101-1007-44606	42.39
OFFICE DEPOT	708205	08/20/2021	FILE FOLDERS 100 COUNT	101-1007-44606	32.34
OFFICE DEPOT	708205	08/20/2021	HP 63XL BLACK INK	101-1007-44606	101.73
OFFICE DEPOT	708205	08/20/2021	COPY PAPER 500 SHEETS A RE	101-1007-44606	174.95
OFFICE DEPOT	708205	08/20/2021	SHARPIE GEL PENS RED 12 COU	101-1007-44606	12.10
OFFICE DEPOT	708205	08/20/2021	USB 2.0 FLASH DRIVE 16GB PAC	. 101-1007-44606	45.69
OFFICE DEPOT	708205	08/20/2021	CLASP ENVELOPES 100 COUNT	101-1007-44606	14.00
OFFICE DEPOT	708205	08/20/2021	HP 63XL TRICOLOR INK	101-1007-44606	213.66
OFFICE DEPOT	708205	08/20/2021	EXPO LOW ORDER DRY ERASE	101-1007-44606	23.64
OFFICE DEPOT	708205	08/20/2021	SHARPIE GEL PENS BLUE 12 CO		24.20
SIERRA AUTO/CARQUEST	902075	08/20/2021	WINDSHIELD WIPERS	101-1007-47420	8.99
SIERRA AUTO/CARQUEST	902075	08/20/2021	WINDSHIELD WIPERS	101-1007-47420	8.99
SIERRA AUTO/CARQUEST	902075	08/20/2021	WINDSHIELD WIPERS	101-1007-47420	17.98
SIERRA AUTO/CARQUEST	995734	08/20/2021	HD RUBBER MAT BLACK 4PC	101-1007-47420	23.80
NM ASSOCIATION OF CHIEFS OF. XEROX CORP.		08/25/2021	NEW MEMBER REGISTRATION		150.00
XEROX CORP.	014128739/014128738	08/27/2021	XEROX CHARGE/METER USAGE		246.47
LAS CRUCES LA CROSSE	014128743 016440	08/27/2021	BASE CHARGE/METER USAGE F		227.28
BANK OF AMERICA	05660	08/27/2021 08/27/2021	REISSUE OF DEPOSIT REFUND F		50.00
MICHAEL LANFORD	08/27/21	08/27/2021	DRINKS, SNACKS, & FRUIT SETTLEMENT FOR RELEASE AGR	101-1000-44606	57.09
BEATRICE SANDERS	08/27/21	08/27/2021	NMML JUDGES CONFERENCE	101-1002-42720	6,669.06 217.88
ARENAS VALLEY ANIMAL CLINIC,.		08/27/2021	GETTING ANIMALS FIXED	101-1002-42720	377.26
ARCHIVESOCIAL INC.	16493	08/27/2021	ANNUAL ARCHIVE FEE FOR SOC		2,388.00
QUILL CORPORATION	18376832	08/27/2021	PILOT G2 BLUE PENS	101-1001-44606	7.19
QUILL CORPORATION	18376832	08/27/2021	SMALL BINDER CLIPS3	101-1001-44606	5.10
QUILL CORPORATION	18376832	08/27/2021	DURACELL AA BATTERIES	101-1001-44606	53.98
QUILL CORPORATION	18376832	08/27/2021	BLACK BIC PENS	101-1001-44606	6.56
QUILL CORPORATION	18376832	08/27/2021	16GB USB (5PK)	101-1001-44606	24.95
QUILL CORPORATION	18376832	08/27/2021	SHEET PROTECTORS	101-1001-44606	29.32
QUILL CORPORATION	18376832	08/27/2021	FOIL CERTIFICATE PAPER	101-1001-44606	37.30
QUILL CORPORATION	18376832	08/27/2021	PARCHMENT PAPER	101-1001-44606	43.19
QUILL CORPORATION	18376832	08/27/2021	RED INK REFILL	101-1001-44606	5.84
QUILL CORPORATION	18376832	08/27/2021	3" X 3" POST-IT NOTES	101-1001-44606	22.13
QUILL CORPORATION	18376832	08/27/2021	PILOT G2 BLACK PENS	101-1001-44606	5.84
QUILL CORPORATION	18376832	08/27/2021	SILVER CERTIFICATE PAPER 15PK	101-1001-44606	14.03
QUILL CORPORATION	18376832	08/27/2021	1 3/8" X 1 7/8" POST-IT NOTES	101-1001-44606	13.76
QUILL CORPORATION	18376832	08/27/2021	8.5" X 11" QUILL COPY PAPER	101-1001-44606	289.90

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Payable Dates: 8/1/2021 - 8/31/2021

expense Approval Report				Payable Dates: 8/1/202	21 - 8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	18376832	08/27/2021	MINI BINDER CLIPS	101-1001-44606	4.83
QUILL CORPORATION	18376832	08/27/2021	MEDIUM BINDER CLIPS	101-1001-44606	7.80
QUILL CORPORATION	18376832	08/27/2021	MANUSCRIPT REPORT COVERS	101-1001-44606	21.59
SIERRA COUNTY TREASURER	2018	08/27/2021	PROPERTY TAXES OWED	101-1010-48555	290.25
DONA ANA BRANCH COMMUNI.	2021-0003	08/27/2021	CDL TRAINING	101-1009-42720	200.00
BANK OF AMERICA	299517	08/27/2021	TAX	101-1006-44607	75.03
BANK OF AMERICA	299517	08/27/2021	DISCOUNT	101-1006-44607	-220.80
BANK OF AMERICA	299517	08/27/2021	DOG FOOD	101-1006-44607	1,103.52
STAPLES CONTRACT & COMME	3482329530	08/27/2021	TRU RED REINFORCED FILE POC	. 101-1004-44606	36.98
STAPLES CONTRACT & COMME	3482329530	08/27/2021	POST-IT SIGN HERE MESSAGE F	. 101-1004-44606	10.80
STAPLES CONTRACT & COMME	3482329530	08/27/2021	BROTHER TZ-E141 LABEL MAKE	. 101-1004-44606	26.38
STAPLES CONTRACT & COMME	3482329530	08/27/2021	TRU RED FILE POCKETS 5.25 EX	101-1004-44606	21.90
STAPLES CONTRACT & COMME	3482329530	08/27/2021	COPY PAPER LEGAL SIZE 20LBS	101-1004-44606	48.85
STAPLES CONTRACT & COMME	3482329530	08/27/2021	2'X2' POST-IT NOTE CUBES 400	101-1004-44606	5.29
STAPLES CONTRACT & COMME	3482329530	08/27/2021	WRITE-ON TAB DIVIDER 8 TAB	101-1004-44606	9.96
STAPLES CONTRACT & COMME	3482329530	08/27/2021	UNI-BALL 207 RETRACTABLE GE	. 101-1004-44606	9.28
STAPLES CONTRACT & COMME	. 3482329530	08/27/2021	TRU RED ONE-TOUCH DX-4 DES	. 101-1004-44606	7.56
STAPLES CONTRACT & COMME	. 3482329530	08/27/2021	POST-IT FLAGES 1'X1.7' BLUE 1	101-1004-44606	4.68
SIERRA VETERINARY SERVICES,L.	61967,61993,61619	08/27/2021	VETERNINARY SERVICES	101-1006-48598	328.49
JCG TECHNOLOGIES, INC.	8142	08/27/2021	JCG RECORDING SUPPORT SERV	101-1001-47410	450.00
REED'S TIRE CENTER	9688	08/27/2021	265 70R 17 IRONMAN	101-1007-47420	720.00
REED'S TIRE CENTER	9688	08/27/2021	245 55R 18 BF GOODRICH	101-1007-47420	700.00
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	279.24
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	172.92
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	274.04
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	251.60
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	110.12
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	1,004.81
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	137.87
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	146.06
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	93.88
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	142.80
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	86.46
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	115.42
INTERNATIONAL ASSOCIATION		08/27/2021	NEW MEMBER CLASS REGISTRA	.101-1008-42720	395.00
BANK OF AMERICA	S1158CW43170490	08/27/2021	MIDEA 18-CU FT TOP-FREEZER	101-1003-44613	540.48
				Fund 101 - General Total:	110,444.22
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF	073121	08/05/2021	PAY DWI & COURT AUTO FEES	201-1903-44805	96.00
NM JUDICIAL EDUCATION CENT	073121	08/06/2021	PAY JUDICIAL FEES FY 21/22 OP	. 201-1903-44805	48.00
SIERRA COUNTY TREASURER	838540	08/20/2021	PRISONER CARE OPEN PO FY JU		3,325.00
				Fund 201 - Corrections Total:	3,469.00
Fund: 209 - Fire					
CITY UTILITIES	07/21/21	08/05/2021	CITY UTILITIES CYCLE C&D/OPE	209-1603-43780	189.50
FIRE PROGRAMS SOFTWARE	206661	08/05/2021	ANNUAL ACCESS/SUPPORT/UP		2,497.00
LYNN'S LANDSCAPE	9216	08/06/2021	MONTHLY CLEAN UP AT NORTH		396.03
WINDSTREAM CORPORATION	179851	08/20/2021	PHONE BILLS/OPEN PO FY 21/22		119.64
CITY UTILITIES	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN.		363.58
XEROX CORP.	014027034	08/27/2021	BASE CHARGE/METER USAGE O		344.85
TESTON'S FREEWAY CHEVRON	3656	08/27/2021	FUEL ALL TRUCK - OPEN PO FY	209-1603-43316	192.02
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.86
		•		Fund 209 - Fire Total:	4,291.48
Fund: 214 - Lodgers Tax					
SUNNY 505	16461	08/06/2021	GRANT MANAGEMENT	214-2503-47597	6,557.72
SUNNY 505	16461	08/06/2021	ACCOUNT MANAGEMENT	214-2503-48599	539.38
LINDMARK OUTDOOR MEDIA	INV15843/INV15842	08/06/2021	CITY ADVERTISING-OPEN PO-FY	214-2503-47597	841.10
GERONIMO TRAIL SCENIC BYW	872743	08/13/2021	OPEN PO FOR LODGERS TAX SE	214-2503-48599	416.66
RUANNA WALDRUM	0001061	08/25/2021	WEBSITE AND MULTI-MEDIA U	214-2503-60596	878.42
				Fund 214 - Lodgers Tax Total:	9,233.28

Expense Approval Report				Payable Dates: 8/1/20	21 - 8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 216 - Muni Street					
FOXWORTH-GALBRAITH	285901	08/05/2021	LINE TRIMMER	216-4503-44607	47.97
FOXWORTH-GALBRAITH	285901	08/05/2021	LOPPER BYPASS 28"	216-4503-44607	32.99
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	216-4503-47420	359.10
O'REILLY AUTO PARTS, INC.	2162-457170	08/06/2021	ALTERNATOR	216-4503-47420	223.96
SIERRA AUTO/CARQUEST	286358	08/06/2021	CABIN AIR FILTER	216-4503-47420	11.43
SIERRA AUTO/CARQUEST	286898	08/06/2021	HYDRAULIC FITTING	216-4503-47420	19.09
SIERRA AUTO/CARQUEST	286898	08/06/2021	HYDRAULIC HOSE	216-4503-47420	28.80
SIERRA AUTO/CARQUEST	286898	08/06/2021	HYDRAULIC FITTING	216-4503-47420	17.33
SIERRA AUTO/CARQUEST	286898	08/06/2021	HYDRAULIC CRIMPS	216-4503-47420	12.00
SIERRA AUTO/CARQUEST	287246	08/06/2021	BATTERY SILVER	216-4503-47420	247.64
SIERRA AUTO/CARQUEST	287247	08/06/2021	12 VOLT COMMERCIAL BATTERY	216-4503-47420	258.22
SIERRA AUTO/CARQUEST	287327	08/06/2021	UPPER RADIATOR HOSE	216-4503-47420	9.32
SIERRA AUTO/CARQUEST	287327	08/06/2021	WATER PUMP	216-4503-47420	162.03
TESTON'S FREEWAY CHEVRON	802436	08/13/2021	GAS/DIESEL FUEL PURCHASES		360.26
BARTOO SAND & GRAVEL, INC.	379063	08/20/2021	HOTMIX	216-4503-43550	8,246.00
B & H OIL CO.	568560	08/20/2021	RED DIESEL	216-4503-43316	2,070.04
PETE'S EQUIPMENT, INC.	0031449	08/27/2021	SIDEBROOM	216-4503-47420	35.78
HOLLY ASPHALT COMPANY	201146095	08/27/2021	CSS-1P (FOG SEAL)	216-4503-43550	9,401.17
		50, 2., 2022	coo in the desired	Fund 216 - Muni Street Total:	
Fund: 294 - State Library				rulia 210 - Mulli Street Total.	21,543.13
XEROX CORP.	324211	08/30/2021	METER HEACE OPEN DO SV 20	204 5002 42455	
TDS	08012021	08/20/2021	METER USAGE - OPEN PO FY 20		23.75
VERIZON WIRELESS		08/27/2021	INTERNET SERVICE LIBRARY OP		105.95
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22		168.64
				Fund 294 - State Library Total:	298.34
Fund: 295 - Muni Pool					
CITY UTILITIES	07/21/21	08/05/2021	CITY UTILITIES CYCLE C&D/OPE	. 295-4803-43780	2,206.01
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	295-4803-41226	40.10
JERIMAH MILLIGAN	530239	08/05/2021	POOL DEPOSIT - JERMIAH MILLI	. 295-4803-34355	50.00
XEROX CORP.	014027023	08/06/2021	BASE CHARGE /METER USAGE	295-4803-43465	35.37
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	295-4803-41226	40.10
QUILL CORPORATION	60741	08/20/2021	BUSINESS CARDS FOR KYLE BLA	295-4803-44606	15.29
LIFEGUARD STORE INC	626504	08/20/2021	RISE GUARD FEMALE SHORTS	295-4803-42620	44.00
LIFEGUARD STORE INC	626504	08/20/2021	GUARD PULLOVER JACKET	295-4803-42620	105.00
LIFEGUARD STORE INC	626504	08/20/2021	RISE GUARD FLEX BOARD SHO	295-4803-42620	42.00
LIFEGUARD STORE INC	626504	08/20/2021	DOLFIN GUARD WATER SHORTS	295-4803-42620	32.00
LIFEGUARD STORE INC	626504	08/20/2021	RISE LIFEGUARD ONE PIECE BA	295-4803-42620	32.00
LIFEGUARD STORE INC	626504	08/20/2021	RISE GUARD TOP	295-4803-42620	28.00
LIFEGUARD STORE INC	626504	08/20/2021	RISE GUARD SWIMMING TOPS	295-4803-42620	28.00
LIFEGUARD STORE INC	626504	08/20/2021	TYR GUARD HAT	295-4803-42620	27.00
LIFEGUARD STORE INC	626504	08/20/2021	TYR GUARD WOMENS TOP	295-4803-42620	25.00
LIFEGUARD STORE INC	626504	08/20/2021	RISE FEMALE FLEX SHORTS	295-4803-42620	20.50
LIFEGUARD STORE INC	626504	08/20/2021	RISE GUARD VISOR	295-4803-42620	8.75
LIFEGUARD STORE INC	626504	08/20/2021	GUARD SUNGLASSES	295-4803-44615	96.00
LIFEGUARD STORE INC	001105729/001108823/00110		LIFEGUARD T-SHIRTS	295-4803-42620	178.50
LIFEGUARD STORE INC	001105729/001108823/00110		AQUATIC DIVE BRICK	295-4803-42720	34.50
LIFEGUARD STORE INC	001105729/001108823/00110		LIFEGUARD STQAND CHAIR	295-4803-44613	
LIFEGUARD STORE INC	001105729/001108823/00110		UMEBRELLAS FOR TABLES AND		160.00
LIFEGUARD STORE INC	001105729/001108823/00110	• •			364.00
LIFEGUARD STORE INC	001105729/001108823/00110	• •	POCKET MASKS FOR AADULT/I		42.50
LIFEGUARD STORE INC	· ·	• •	100FT OF 3/4IN DEEP END ROPE		43.00
	001105729/001108823/00110	• •	DEEP END ROPE FLOATS	295-4803-44615	95.40
LIFEGUARD STORE INC	001105729/001108823/00110		PERFORM CPR SIGNS	295-4803-44615	97.00
LIFEGUARD STORE INC	001105729/001108823/00110		BAG VALVE MASK, ADULT, CHIL		100.50
LIFEGUARD STORE INC	001105729/001108823/00110		OSHA AQUATICS FIRST AID KIT	295-4803-44615	129.00
LIFEGUARD STORE INC	001105729/001108823/00110		SHIPPING	295-4803-44615	171.49
LIFEGUARD STORE INC	001105729/001108823/00110		3/4IN DEEP END ROPE HOOKS	295-4803-44615	30.00
I II III I I I I I I I I I I I I I I I	1 /UU7ENE /1 7062ENO /1706076	00/07/2024	13 DACK OF DED DENC	205 4002 44606	

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12 PACK OF RED PENS

12 PACK OF BLUE PENS

1-1/2" BINDER

200 PACK OF JUMBO PAPER CLI... 295-4803-44606

295-4803-44606

295-4803-44606

295-4803-44606

2.69

15.29

6.56

7.19

17987505/17963598/17959354 08/27/2021

17987505/17963598/17959354 08/27/2021

17987505/17963598/17959354 08/27/2021

17987505/17963598/17959354 08/27/2021

**QUILL CORPORATION** 

**QUILL CORPORATION** 

QUILL CORPORATION

**QUILL CORPORATION** 

Expense Approval Report				Payable Dates: 8/1/202	21 - 8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	2" BINDER	295-4803-44606	8.09
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	6 PACK OF COLLEGE RULE NOT	295-4803-44606	8.54
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	FILE FOLDERS	295-4803-44606	9.26
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	15" WALL CLOCK FOR POOL DE	295-4803-44606	34.99
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	3 HARDBOARD CLIPBOARDS	295-4803-44606	9.69
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	3" BINDER	295-4803-44606	10.34
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	9" WALL CLOCK FOR OFFICE	295-4803-44606	16.99
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	MEMO NOTEPADS	295-4803-44606	13.76
QUILL CORPORATION	17987505/17963598/17959354	08/27/2021	12 PACK OF BLACK PENS	295-4803-44606	14.39
CATHERINE BOONE	307436	08/27/2021	POOL RENTAL DEPOSIT REFUND.	295-4803-34355	50.00
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.82
				Fund 295 - Muni Pool Total:	4,557.61
Fund: 296 - PD GRT					
BANK OF AMERICA	94232	08/27/2021	PELICAN STORM CASE WITH FO	. 296-2403-44615	295.36
				Fund 296 - PD GRT Total:	295.36
Fund: 298 - PD Donations					
BANK OF AMERICA	836727595773992677688	08/27/2021	MISCELLANEOUS SCHOOL SUPP	298-2103-45607	643.20
	050,2,555,755,20,7600	00/2//2021	Wildele Wilder	Fund 298 - PD Donations Total:	643.20
F d. 202 - Mad 144-11				Tana 230 To bondhons Total.	043.20
Fund: 303 - Vet Wall	170051	00/20/2024	SUCKE BUILD (OREN DO 5V 24 (OR	202 4702 4277	
WINDSTREAM CORPORATION	179851	08/20/2021	PHONE BILLS/OPEN PO FY 21/22		143.73
				Fund 303 - Vet Wall Total:	143.73
Fund: 312 - R&R Airport					
ARMSTRONG CONSULTANTS, I	. 21-196541-02	08/25/2021	AIRPORT ENGINEER SERVICES F	312-7006-80805	5,026.06
RCI POWER & LIGHTING, INC.	PAY APP 2	08/25/2021	AIRPORT ELEC VAULT CONSTRU	. 312-7006-80805	24,362.50
				Fund 312 - R&R Airport Total:	29,388.56
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR	R080121	08/06/2021	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR	R080121	08/06/2021	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR	R080121	08/06/2021	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
				Fund 403 - Pledge State Total:	18,834.93
Fund: 501 - Cemetary					
CITY UTILITIES	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN.	.501-1803-43780	472.25
				Fund 501 - Cemetary Total:	472.25
Fund: 502 - Util Office - Pool				, , , , , , , , , , , , , , , , , , , ,	
CITY UTILITIES	07/21/21	08/05/2021	CITY LITH TIES CYCLE CR.D (ODE	ED2 2604 42700	202.02
SILKE M. KAPELA	087048	08/05/2021	CITY UTILITIES CYCLE C&D/OPE SILKE KAPELA	502-3601-43780	392.83
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	502-3601-41226	785.76 252.43
STAPLES CONTRACT & COMME.		08/06/2021	BIC PENS	502-3601-44606	7.40
STAPLES CONTRACT & COMME.		08/06/2021	MANILLA FOLDER	502-3601-44606	10.05
STAPLES CONTRACT & COMME.		08/06/2021	TRU RED ACCORDION FILE	502-3601-44606	14.34
STAPLES CONTRACT & COMME.		08/06/2021	STORANGE CLIPBOARD	502-3601-44606	15.00
STAPLES CONTRACT & COMME.		08/06/2021	COPY PAPER	502-3601-44606	217.45
STAPLES CONTRACT & COMME.		08/06/2021	GEL PENS	502-3601-44606	29.10
STAPLES CONTRACT & COMME.		08/06/2021	SANITIZING WIPES	502-3601-44606	40.00
STAPLES CONTRACT & COMME.		08/06/2021	BLANK DOOR HANGERS	502-3601-44606	58.48
STAPLES CONTRACT & COMME.	3477860374	08/06/2021	POST IT NOTES	502-3601-44606	3.28
STAPLES CONTRACT & COMME.	3477860374	08/06/2021	FACIAL TISSUE	502-3601-44606	21.45
STAPLES CONTRACT & COMME.	3477860374	08/06/2021	SMALL BINDER CLIPS	502-3601-44606	3.26
INSTA-COPY IMAGING	556624	08/06/2021	10,000 #9 RETURN & 10,000 #1		1,404.25
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE		252.43
SUN VALLEY, INC.	406276	08/20/2021	14 GA ROUND PT SHOVEL	502-3601-44607	101.11
SUN VALLEY, INC.	406276	08/20/2021	1 PT PIPE THREAD SEALANT	502-3601-44607	43.12
SUN VALLEY, INC.	406276	08/20/2021	12 OZ BLUE SPRAY PAINT FOR	502-3601-44607	19.09
SIERRA AUTO/CARQUEST	68582	08/20/2021	AIR FILTER	502-3601-47420	10.21
SIERRA AUTO/CARQUEST	68582	08/20/2021	BRAKE PADS	502-3601-47420	45.43
SIERRA AUTO/CARQUEST	68582	08/20/2021	BRAKE PADS	502-3601-47420	53.31
SILKE M. KAPELA	87048	08/20/2021	REIMB FOR DISABILITY CHECK F	502-3601-37380	785.76
XEROX CORP.	014027019/014145391/01402	08/27/2021	OPEN PO XEROX CORP FISCAL 2	502-3601-43465	683.02

Expense Approval Report	Payable Dates: 8/1/2021 - 8/31/2021
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO ONE CALL, INC.	153008570	08/27/2021	QUARTERLY ALLOCATION USAGE	502-3601-43770	486.00
O'REILLY AUTO PARTS, INC.	2162-460478	08/27/2021	STRUTS	502-3601-47420	207.21
O'REILLY AUTO PARTS, INC.	2162-460478	08/27/2021	STRUTS	502-3601-47420	207.21
STAPLES CONTRACT & COMME	3484245032	08/27/2021	TRUE RED COPY PAPER	502-3601-44606	228.90
STAPLES CONTRACT & COMME	3484245032	08/27/2021	STAPLES PLASTIC STORAGE CLI		15.96
STAPLES CONTRACT & COMME	3484245032	08/27/2021	POST IT NOTES	502-3601-44606	16.63
STAPLES CONTRACT & COMME	3484245032	08/27/2021	DATAPRODUCTS CALCULATOR R.		26.32
STAPLES CONTRACT & COMME	3484245032	08/27/2021	NXT TECH AIR DUSTER	502-3601-44606	46.87
STAPLES CONTRACT & COMME	3484245032	08/27/2021	CALENDAR DESK	502-3601-44606	3.81
TESTON'S FREEWAY CHEVRON	3639	08/27/2021	GAS/OIL FISCAL YEAR 21/22 UIT		355.97
PITNEY BOWES INC.	8000909009514238	08/27/2021	RENTAL OF EQUIP PITNEY BOW		974.02
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22		193.10
			•	und 502 - Util Office - Pool Total:	8,010.56
Fund: 503 - Electric					-,
	07/21/21	08/05/2021	CITY LITH ITIES CYCLE OR D (ODE	503 3703 40700	
	239085		CITY UTILITIES CYCLE C&D/OPE		4,962.80
INTEGRATED TECHNOLOGIES G		08/05/2021 08/05/2021	NM RETIREE HEALTH	503-3702-41226	427.80
	014027033	08/06/2021	IT SERVICES JULY 1, 2021 - SEPT		984.85
	0268		BASE CHARGE & METER USAGE		101.28
•	18078,17976,18146	08/06/2021	ENGINEERING SERVICES- OPEN		4,970.00
	18078,17976,18146	08/06/2021	METER RINGS	503-3702-44607	1,270.00
	286193	08/06/2021	FORM 1S FAXe W/RF METER	503-3702-44607	1,840.00
· ·		08/06/2021	SCRWCP MET M12-1.75X30- BO		9.60
	287397 287397	08/06/2021	CLEAR TUBE	503-3702-44607	1.56
	287397 287397	08/06/2021	1/2" 12 POINT DEEP SOCKET 3/		6.74
· ·	287397 287397	08/06/2021	1/2" 12 POINT DEEP SOCKET 9/		6.85
		08/06/2021	MARKING PAINT	503-3702-44607	47.94
	402093 436013 SI	08/06/2021	POWER SERVICES- OPEN PO FY		27,993.62
SILVERSKY, INC.  LANDIS+GYR TECHNOLOGY, INC.	436013-SI	08/06/2021	EMAIL SERVICE OPEN PO FY21/		183.78
•		08/06/2021	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
	9602	08/06/2021	FLAT REPAIR	503-3702-47420	30.24
AMAZON CAPITAL SERVICES, IN S		08/12/2021	JEANS- CRISPIN BUSH	503-3702-42620	209.94
AMAZON CAPITAL SERVICES, IN 5		08/12/2021	JEANS- TODD MANNON	503-3702-42620	239.64
	211837	08/13/2021	PHONE BILLS/OPEN PO FY 21/22		57.81
TRAFFIC SIGNAL CONTROLS, INC. 2		08/13/2021	12" GREEN BALL, TINTED XL ETL	-	129.00
	453514	08/13/2021	GAS/DIESEL FUEL PURCHASES		1,649.72
	533184	08/13/2021	MIMS CITY LIGHTS- OPEN PO FY		560.74
·	533184	08/13/2021	POWER SERVICES- OPEN PO FY		273,812.99
WESTERN AREA POWER ADMIN		08/20/2021	BASE DEMAND & BASE ENERGY		48,929.37
	208311	08/20/2021		503-3702-44607	121.74
	208311	08/20/2021		503-3702-44607	896.00
	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	503-3702-41226	427.80
	31762	08/20/2021		503-3702-42620	203.70
	31762	08/20/2021		503-3702-42620	167.70
TRI-STATE GENERATION & TRA 5		08/20/2021	POWER SERVICES- OPEN PO FY	.503-3702-50795	38,519.86
	513069	08/20/2021	CITY LANDFILL BILLS/OPEN PO F		133.60
	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN	.503-3702-43780	194.25
	583459	08/20/2021	FORM 16S METERS FOR INVEN	503-3702-44607	701.92
	90335	08/20/2021	BASE CHARGE & METER USAGE	503-3702-43465	33.81
	08242021	08/27/2021	FRANCHISE TAX FY 21/22 OPEN	503-3702-45796	5,076.65
AMAZON CAPITAL SERVICES, IN 1	•	08/27/2021	NIKON 10X42 BINOCULARS	503-3702-44607	547.80
TWIN PALMS EMBROIDERY, LLC 2		08/27/2021	UNIFORM EMBROIDERY- CRISP	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC 2			UNIFORM EMBROIDERY- OTTO	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC 2		08/27/2021	UNIFORM EMBROIDERY- TODD	503-3702-42620	30.00
MERCHANT JOB TRAINING & SA6	5363	08/27/2021	2ND YEAR TUITION- CRISPIN BU	503-3702-42720	550.00
VERIZON WIRELESS 9	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	193.58
irby supply co.	5012533641.001/S012533641	08/27/2021	SHIRTS- CRISPIN BUSH	503-3702-42620	364.86
IRBY SUPPLY CO.	5012533641.001/S012533641	08/27/2021	SHIRTS- TODD MANNON	503-3702-42620	364.86
				Fund 503 - Electric Total:	417,964.40
Fund: 504 - Water					
	07/21/21	08/05/2021	CITY UTILITIES CYCLE C&D/OPE	504-3803-43780	12,196.04
		-			,

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Expense Approval Report				Payable Dates: 8/1/202:	1 - 8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	504-3803-41226	175.20
INTEGRATED TECHNOLOGIES G	. 7215	08/05/2021	IT SERVICES JULY 1, 2021 - SEPT.		984.85
DPC INDUSTRIES, INC.	747001677-21	08/05/2021	CHLORINE CYLINDERS	504-3803-44607	1,097.70
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	504-3803-43316	17.50
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	504-3803-47420	25.00
XEROX CORP.	014027026	08/06/2021	BASE COURSE CHARGE METERE		175.91
SUN VALLEY, INC.	1595456	08/06/2021	UNSTOCKED FIELD SUPPLIES FO		115.88
SIERRA AUTO/CARQUEST	286271	08/06/2021	CABIN AIR FILTER	504-3803-47420	11.43
SIERRA AUTO/CARQUEST	286271	08/06/2021	AIR FILTER	504-3803-47420	10.21
SIERRA AUTO/CARQUEST	286271	08/06/2021	OIL FILTER	504-3803-47420	8.26
SIERRA AUTO/CARQUEST	287326	08/06/2021	SELEDTYPE 3030 SPRGBK (BRAK.	504-3803-47420	44.69
SILVERSKY, INC.	436013-Si	08/06/2021	EMAIL SERVICE OPEN PO FY21/.	. 504-3803-43815	183.78
TAXATION AND REVENUE	7312021	08/06/2021	WATER CONSERVATION FEE FY .	504-3803-43797	1,558.92
BAKER UTILITY SUPPLY CORP.	238986	08/12/2021	OPEN PO FY 21/22 FOR UNSTO	. 504-3803-44607	5,059.90
DPC INDUSTRIES, INC.	485100	08/13/2021	DEMURRAGE	504-3803-43465	60.00
TESTON'S FREEWAY CHEVRON	690186	08/13/2021	DIESEL FUEL	504-3803-43316	1,022.48
TESTON'S FREEWAY CHEVRON	690186	08/13/2021	UNLEADED FUEL	504-3803-43316	936.64
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	. 504-3803-41226	175.20
CITY UTILITIES	513069	08/20/2021	CITY LANDFILL BILLS/OPEN PO F.	504-3803-43780	30.00
B & H OIL CO.	52464	08/20/2021	DIESEL FOR TRANSFER TANK A	504-3803-43316	357.42
CITY UTILITIES	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN	504-3803-43780	1,139.98
VILLAGE OF WILLIAMSBURG	08242021	08/27/2021	FRANCHISE TAX FY 21/22 OPEN.	504-3803-45796	1,247.72
BANK OF AMERICA	121835	08/27/2021	20 V COMPACT RECIP SAW KIT	504-3803-44607	199.99
BANK OF AMERICA	121835	08/27/2021	1/2 IN HIFH TORQUE IMPACT	504-3803-44607	269.99
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	70.11
				Fund 504 - Water Total:	27,174.80
Fund: 505 - Solid Waste					
CITY UTILITIES	07/21/21	08/05/2021	CITY UTILITIES CYCLE C&D/OPE	. 505-3904-43780	640.00
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	505-3904-41226	487.21
AUTOZONE STORES, LLC	2529933859	08/05/2021	AUTOZONE DEF EXHAUST FUEL	505-3904-43316	187.60
INTEGRATED TECHNOLOGIES G	. 7215	08/05/2021	IT SERVICES JULY 1, 2021 - SEPT.	. 505-3904-48598	984.85
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	505-3904-47420	495.50
BORDER INTERNATIONAL TRUC	. R400018798 01	08/05/2021	DIAGNOSTICS+LABOR TX+SHP F.	505-3904-47420	159.11
CRESCENT ELECTRIC SUPPLY C		08/05/2021	HUBBELL WD RCPT, 2PSW	505-3904-47415	121.12
CRESCENT ELECTRIC SUPPLY C		08/05/2021	SC KIND 4 SQBXCVR, STL	505-3904-47415	9.21
CRESCENT ELECTRIC SUPPLY C		08/05/2021	SC KIND 4 INSQUARE BX, STL	505-3904-47415	6.77
XEROX CORP.	014027022	08/06/2021	METER USAGE & BASE CHARGE		100.87
RELIANCE STEEL	12IV472285/12IV472061	08/06/2021	HOT ROLLED STEEL SHEET A-56		1,816.50
RELIANCE STEEL	12IV472285/12IV472061	08/06/2021	RECTANGULAR STEEL TUBE HR		81.66
RELIANCE STEEL	12IV472285/12IV472061	08/06/2021	HOT ROLLED FLAT BAR ASTM-A		65.62
SUN VALLEY, INC.	159488/6	08/06/2021	225' 270 2/0 COIL CHAIN	505-3904-44607	249.00
SUN VALLEY, INC.	159488/6	08/06/2021	DISCOUNT	505-3904-44607	-12.45
SUN VALLEY, INC.	159493/6	08/06/2021	5LB 1/8 6011 WELD ROD	505-3904-44607	35.98
SUN VALLEY, INC.	159493/6	08/06/2021	EC 5 GAL PASTEL BASE	505-3904-44607	418.00
SUN VALLEY, INC. SUN VALLEY, INC.	159493/6 159493/6	08/06/2021 08/06/2021	7/16" X1" BOLTS	505-3904-44607	12.99
SUN VALLEY, INC.	159493/6	08/06/2021	9 1/16" X 1 1/2" NUTS	505-3904-44607	12.99
SUN VALLEY, INC.	159493/6	08/06/2021	3/4"X 1 1/2" NUTS	505-3904-44607	13.99
SUN VALLEY, INC.	159493/6	08/06/2021	1/4" COBALT DRILL BIT	505-3904-44607	29.96
SUN VALLEY, INC.	159493/6	08/06/2021	3/4"X 1 1/2"BOLTS	505-3904-44607	29.99
SUN VALLEY, INC.	159493/6	08/06/2021	9 1/16" X 1 1/2" BOLTS DISCOUNT	505-3904-44607	32.99
SUN VALLEY, INC.	159493/6	08/06/2021	DISCOUNT	505-3904-44607	-23.25 -5.10
SUN VALLEY, INC.	159493/6	08/06/2021	7/16" X1" WASHERS	505-3904-44607 505-3904-44607	-5.10 3.80
SUN VALLEY, INC.	159493/6	08/06/2021	9 1/16" X 1 1/2" WASHERS	505-3904-44607	3.89 7.29
SUN VALLEY, INC.	159493/6	08/06/2021	WA GAL NEUTRAL BASE PAINT	505-3904-44607	7.2 <del>9</del> 46.99
SUN VALLEY, INC.	159493/6	08/06/2021	3/4"X 1 1/2" WASHERS	505-3904-44607	46.99 8.49
SUN VALLEY, INC.	159493/6	08/06/2021	7/16" X1" NUTS	505-3904-44607	7.49
SUN VALLEY, INC.	159493/6	08/06/2021	PRO LEATHER WELING GLOVES	505-3904-44615	16.99
SUN VALLEY, INC.	159493/6	08/06/2021	SZ 7-1/2 WELDING CAP	505-3904-44615	18.99
SUN VALLEY, INC.	159514/6	08/06/2021	24 OZ ANT BLOCK GRANULE	505-3904-44607	17.99
·	-	, , -			20.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
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SUN VALLEY, INC. SUN VALLEY, INC.	159514/6 159514/6	08/06/2021	CUTTING TIP MED DUTY #00 DISCOUNT	505-3904-44607	16.49
SUN VALLEY, INC.	159514/6	08/06/2021 08/06/2021		505-3904-44607	-2.82
SIERRA AUTO/CARQUEST	286168	08/06/2021	1/2" X 6 PERC DRILL BIT 12V COMMERCIAL BATTERY	505-3904-44607 505-3904-47420	21.98
SIERRA AUTO/CARQUEST	286706	08/06/2021	AUTODARK WELDING HELMET	505-3904-44615	375.33
SIERRA AUTO/CARQUEST	287098	08/06/2021	147CF ACETYLENE	505-3904-44607	150.18
SIERRA AUTO/CARQUEST	287244	08/06/2021	22" XTRACLEAR WINDSHIELD W.		96.00 9.98
SILVERSKY, INC.	436013-SI	08/06/2021	EMAIL SERVICE OPEN PO FY21/		183.78
WEX BANK	019067	08/13/2021	WEX DIESEL & GASOLINE OPEN		4,427.57
SIERRA VALLEY CONTRACTORS,		08/13/2021	WINCH ONTO TRAILER & HAUL		839.25
SIERRA VALLEY CONTRACTORS,		08/13/2021	STAND BY LOAD FEE	505-3904-47420	300.00
SIERRA AUTO/CARQUEST	234734	08/13/2021	OXYGEN	505-3904-44607	34.50
SAFETY FLARE, INC.	318331	08/13/2021	6092 AMEAL VALVE STEM ASSY		24.68
SAFETY FLARE, INC.	318331	08/13/2021	SERNR- FIRE EXT. NECK RING	505-3904-44615	8.14
SAFETY FLARE, INC.	318331	08/13/2021	RECHARGE DRY CHEMICAL	505-3904-44615	89.25
SAFETY FLARE, INC.	318331	08/13/2021	SERABC ABC DRY POWDER	505-3904-44615	108.00
SAFETY FLARE, INC.	318331	08/13/2021	TAMPER SEAL 9" EACH	505-3904-44615	7.82
SAFETY FLARE, INC.	318331	08/13/2021	SER195 -G195 PRESSURE GAUGE	505-3904-44615	34.13
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202	. 505-3904-44607	150.00
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202	. 505-3904-44607	150.00
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202	. 505-3904-44607	154.37
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202	. 505-3904-44607	150.00
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202		150.00
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202	. 505-3904-44607	150.00
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202		150.00
BORDER TIRE, LLC	777673	08/13/2021	11R225 SPREAD AXLE (9302202		154.37
QUILL CORPORATION	853480	08/13/2021	CUSTOM FULL COLOR BUS. CA		17.98
QUILL CORPORATION	853480	08/13/2021	ZEBRA Z GRIP RET. BP PEN MED		13.04
QUILL CORPORATION QUILL CORPORATION	853480 853480	08/13/2021	QUILL JUMBO PAPER CLIPS	505-3904-44606	20.14
QUILL CORPORATION	853480	08/13/2021	NXT TECHONLOGIES AIR DUSTER		29.99
QUILL CORPORATION	853480	08/13/2021 08/13/2021	BIC WHITE OUT EZ CORRECT	505-3904-44606	8.99
QUILL CORPORATION	853480	08/13/2021	QUILL PAPER CLIPS SHARPIE S-GEL RET.GEL PEN FI	505-3904-44606	10.06
INLAND TRUCK PARTS COMPANY		08/13/2021	YELLOW 5/8 KNOB	505-3904-44606	15.29 31.08
XEROX CORP.	148221	08/20/2021	METER USAGE & BASE CHARGE		38.62
RUSTY'S WEIGH SCALES & SERV		08/20/2021	QUARTERLY SCALE CALIBRATION		609.49
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE		487.21
CITY UTILITIES	513069	08/20/2021	CITY LANDFILL BILLS/OPEN PO F		24,864.36
NM DEPT OF AGRICULTURE	723032	08/20/2021	WEIGHMASTER LICENSE RENE	505-3904-43770	350.00
BORDER INTERNATIONAL TRUC	. 74791	08/20/2021	PARTS/ SHOP SUPP/LABOR/LAB	.505-3904-47420	1,588.11
AMAZON CAPITAL SERVICES, IN	. 769599	08/20/2021	BYLASONIC STICKY NOTES SET,3	.505-3904-44606	7.99
AMAZON CAPITAL SERVICES, IN	. 769599	08/20/2021	SHIPPING	505-3904-44606	8.30
AMAZON CAPITAL SERVICES, IN	. 769599	08/20/2021	ASTROBRIGHTS MEGA COLL, CO	.505-3904-44606	15.99
AMAZON CAPITAL SERVICES, IN		08/20/2021	HON METAL KEYBOARD PLATF	505-3904-44606	78.82
AMAZON CAPITAL SERVICES, IN		08/20/2021	BINDERTEK 2-RING 3-IN PREM.B.	505-3904-44606	26.00
PARKHILL SMITH & COOPER	806076	08/20/2021	ENVIRONMENTAL LANDFILL M	505-3904-48599	7,652.27
CRESCENT ELECTRIC SUPPLY C		08/20/2021	3/4-EMT CONDUIT	505-3904-47415	277.58
CRESCENT ELECTRIC SUPPLY C		08/20/2021	CC50 ICRKON KONKORE 1/2"C		9.14
CRESCENT ELECTRIC SUPPLY C		08/20/2021	STR50B AMER FTG 1/2 L/T INS		9.82
CRESCENT ELECTRIC SUPPLY C	· · ·	08/20/2021	CK75RKON KONKORE 3/4"COM		11.49
CRESCENT ELECTRIC SUPPLY C		08/20/2021		505-3904-47415	15.80
CRESCENT ELECTRIC SUPPLY C CRESCENT ELECTRIC SUPPLY C		08/20/2021	THHN 12 GRN SOL CU 500S/R W		113.43
CRESCENT ELECTRIC SUPPLY C		08/20/2021		505-3904-47415	78.47
CRESCENT ELECTRIC SUPPLY C		08/20/2021 08/20/2021	GFTWRST20I HUBBELL WD 20A		54.87
CRESCENT ELECTRIC SUPPLY C		08/20/2021	BR120 EATON TYPE BR BREAKER.		25.67
CRESCENT ELECTRIC SUPPLY C		08/20/2021	521711234ESC KIND 4 INSQUA BR240 EATON TYPE BR BREAKER		18.05 16.37
CRESCENT ELECTRIC SUPPLY C		08/20/2021	VT3204HUNV40 NICOR HIGH O		16.37 898.51
CRESCENT ELECTRIC SUPPLY C		08/20/2021	CC75 ICRKON KONKORE 3/4" C		8.03
CRESCENT ELECTRIC SUPPLY C		08/20/2021	THHN 10 GRN 19STR CU 500S/R		185.84
		•			222.01

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Expense Approval Report				Payable Dates: 8/1/2021	l - 8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CRESCENT ELECTRIC SUPPLY C	84078	08/20/2021	RS 16 CC SC-KIND 4SQ SURF CVR	505-3904-47415	7.57
CRESCENT ELECTRIC SUPPLY C		08/20/2021	THHN 12 BLK SOL CU 500S/R W		113.43
CRESCENT ELECTRIC SUPPLY C		08/20/2021	THHN 12 WHT SOL CU 500S/R		
CRESCENT ELECTRIC SUPPLY C		08/20/2021	CK50RKON KONKORE 1/2"COM		113.43
CRESCENT ELECTRIC SUPPLY C		08/20/2021			4.08
CRESCENT ELECTRIC SUPPLY C		08/20/2021	CS120W HUBBELL WD SWITCH,		3.99
CRESCENT ELECTRIC SUPPLY C		08/20/2021	CSE501 AMER -FTG 1/2" STL 1H		1.72
CRESCENT ELECTRIC SUPPLY C		08/20/2021	THHN 8 BLK 19STR CU RCL CSE751 AMER FTG STEEL STRAPS	505-3904-47415	160.55
CRESCENT ELECTRIC SUPPLY C		08/20/2021			3.50
CRESCENT ELECTRIC SUPPLY C		08/20/2021	RS-9 SC-KIND 4SQ SURF CVR SCL		1.84
CNA SURETY	895895	08/20/2021	52 C-1 SC KIND 4SQ CVR, FLAT B.		2.44
VILLAGE OF WILLIAMSBURG	08242021	08/27/2021	RENEWAL BOND # 62153207		100.00
DONA ANA BRANCH COMMUNI			FRANCHISE TAX FY 21/22 OPEN		1,419.95
DONA ANA BRANCH COMMUNI		08/27/2021	COMMERCIAL DRIVER LICENSE		200.00
VERIZON WIRELESS		08/27/2021	COMMERCIAL DRIVER LICENSE		200.00
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22		140.23
				Fund 505 - Solid Waste Total:	54,081.76
Fund: 506 - WWTP					
CITY UTILITIES	07/21/21	08/05/2021	CITY UTILITIES CYCLE C&D/OPE	. 506-4005-43780	499.49
HALL ENVIRONMENTAL ANALYS	.2107063, 2107383, 2107434	08/05/2021	EPA METHOD 624 VOCS ACRYL	506-4005-48598	450.00
HALL ENVIRONMENTAL ANALYS	.2107063, 2107383, 2107434	08/05/2021	EPA 200.8 METALS CADMIUM	506-4005-48598	175.00
HALL ENVIRONMENTAL ANALYS	.2107063, 2107383, 2107434	08/05/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	76.62
HALL ENVIRONMENTAL ANALYS	.2107063, 2107383, 2107434	08/05/2021	SM5210B BOD (M5210B)	506-4005-48598	348.00
HALL ENVIRONMENTAL ANALYS	.2107716	08/05/2021	EPA 200.8 METALS CADMIUM	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS	.2107716	08/05/2021	EPA METHOD 624 VOCS ACRYL	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS	.2107716	08/05/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	19.69
NM RETIREE HEALTH CARE	239085	08/05/2021	NM RETIREE HEALTH	506-4005-41226	264.86
INTEGRATED TECHNOLOGIES G	7215	08/05/2021	IT SERVICES JULY 1, 2021 - SEPT	. 506-4005-48598	984.85
DPC INDUSTRIES, INC.	747001693-21	08/05/2021	FUEL SURCHARGE	506-4005-44605	41.18
DPC INDUSTRIES, INC.	747001693-21	08/05/2021	DRUM CLEANING FEE	506-4005-44605	25.00
DPC INDUSTRIES, INC.	747001693-21	08/05/2021	REFUNDABLE DRUM DEPOSIT	506-4005-44605	200.00
DPC INDUSTRIES, INC.	747001693-21	08/05/2021	SODIUM HYPOCHLORITE 12.5%	. 506-4005-44605	823.50
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	506-4005-43316	15.00
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	506-4005-47420	42.50
SUN VALLEY, INC.	1593046,1594266,1594636	08/06/2021	UNSTOCKED FIELD SUPPLIES FO	. 506-4005-44607	140.94
SIERRA AUTO/CARQUEST	286709	08/06/2021	OIL FILTER LD	506-4005-47420	4.03
SIERRA AUTO/CARQUEST	286709	08/06/2021	AIR FILTER	506-4005-47420	10.21
SILVERSKY, INC.	436013-SI	08/06/2021	EMAIL SERVICE OPEN PO FY21/	506-4005-43815	183.78
VILLAGE OF WILLIAMSBURG	7312021	08/06/2021	SEWER RECEIPTS FY 21/22 OPEN	506-4005-48798	4,674.63
CORBINS ELECTRIC	038737	08/13/2021	BID ITEM 2	506-4005-47420	1,935.57
CORBINS ELECTRIC	038737	08/13/2021	BID ITEM 1	506-4005-47420	2,016.00
Q A BALANCE SERVICES INC	468594	08/13/2021	DO METERS	506-4005-47420	102.00
Q A BALANCE SERVICES INC	468594	08/13/2021	COLORIMETERS	506-4005-47420	102.00
Q A BALANCE SERVICES INC	468594	08/13/2021	THERMOMETERS	506-4005-47420	110.00
Q A BALANCE SERVICES INC	468594	08/13/2021	PH METERS	506-4005-47420	91.00
Q A BALANCE SERVICES INC	468594	08/13/2021	BALANCES	506-4005-47420	91.00
TESTON'S FREEWAY CHEVRON	641067	08/13/2021	UNLEADED FUEL	506-4005-43316	541.84
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE	506-4005-41226	269.90
AMAZON CAPITAL SERVICES, IN	353663	08/20/2021	EUHOMY COMMERCIAL ICE MA	.506-4005-44606	479.99
CITY UTILITIES	513069	08/20/2021	CITY LANDFILL BILLS/OPEN PO F	.506-4005-43780	30.00
B & H OIL CO.	52464	08/20/2021	DIESEL FOR TRANSFER TANK HE	. 506-4005-43316	40.00
CITY UTILITIES	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN.	.506-4005-43780	622.20
GRAINGER, INC.	.815747498	08/27/2021	5 PUMP HEAD SERVICE KIT 25 P	. 506-4005-44607	74.03
AMAZON CAPITAL SERVICES, IN	1NR7-3QQK-KL9X	08/27/2021	WIRELESS OUTDOOR SECURITY	. 506-4005-44613	399.96
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	356.71
			·	Fund 506 - WWTP Total:	16,491.48
Fund: 508 - Golf Course					
	14143692	08/05/2021	BATTLESHIP WEED KILLER	508-4303-44607	340.00
	14143692	08/05/2021	BENT GRASS SEED	508-4303-44607	
	14143692	08/05/2021	DYNEAMIC SURFACTENT	508-4303-44607	275.00
	239085	08/05/2021	NM RETIREE HEALTH	508-4303-44607	95.00 85.20
		00,00,2021	TOTAL TILALITI	J00-7303-41220	65.20

Expense Approval Report Payable Dates: 8/1/2021 - 8/31/2021

Expense Approval Report				Payable Dates: 8/1/2021	l - 8/31/2021
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN COUNTRY AMATEUR GOLF.	1274	08/06/2021	GHIN REGULAR SERVICE	508-4303-43770	25.00
SUN VALLEY, INC.	159329/6	08/06/2021	OPEN P.O. JULY	508-4303-44607	232.72
NM RETIREE HEALTH CARE	235484	08/20/2021	NM RETIREE HEALTHCARE PPE		85.20
CITY UTILITIES	54124	08/20/2021	CITY UTILITIES CYCLE A&B/OPEN	508-4303-43780	1,407.35
QUILL CORPORATION	60741	08/20/2021	BUSINESS CARDS FOR WES OW	. 508-4303-44606	15.29
XEROX CORP.	014128742	08/27/2021	BASE CHARGES METER USAGE F.		164.71
MASEK ROCKY MOUNTAIN GOL.	02-69392	08/27/2021	CLEAR HINGED WINDSHIELD	508-4303-44607	186.65
MASEK ROCKY MOUNTAIN GOL.	02-69392	08/27/2021	PAD SILENCER	508-4303-47420	3.96
MASEK ROCKY MOUNTAIN GOL.	02-69392	08/27/2021	PAD SILENCERS	508-4303-47420	3.75
MASEK ROCKY MOUNTAIN GOL.	02-69392	08/27/2021	PAD SILENCER	508-4303-47420	9.33
MASEK ROCKY MOUNTAIN GOL.	02-69392	08/27/2021	LOWER COVER	508-4303-47420	196.41
BANK OF AMERICA	16N6917589	08/27/2021	NM ALCOHOL SERVER ONLINE	508-4303-43770	32.55
BANK OF AMERICA	3812235820	08/27/2021	ONLINE REGISTRATION FOR FI	508-4303-43770	88.00
YAMAHA MOTOR FINANCE COR.	750119	08/27/2021	OPEN PO FOR FY 21/22 YAMAH	. 508-4303-43465	903.51
J&B CHEMICAL ASSOCIATES	980378	08/27/2021	POND ALGEE SOLUTION	508-4303-44607	996.97
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.74
				Fund 508 - Golf Course Total:	5,227.34
Fund: 509 - Muni Airport					
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	509-4403-47420	12.00
REED'S TIRE CENTER	9604	08/06/2021	NEW TUBE	509-4403-47420	15.00
REED'S TIRE CENTER	9604	08/06/2021	FLAT REPAIR	509-4403-47420	15.00
WINDSTREAM CORPORATION	179851	08/20/2021	PHONE BILLS/OPEN PO FY 21/22		324.17
XEROX CORP.	413424	08/20/2021	XEROX PRINTER OPEN PO FY 21		34.97
PINNACLE PROPANE	74458	08/20/2021	OPEN PO FY 21/22 FOR AIRPOR		132.97
SIERRA ELECTRIC CO-OP, INC.	975174	08/20/2021	OPEN PO FY21/22 SIERRA ELEC		1,216.83
TESTON'S FREEWAY CHEVRON	3646	08/25/2021	OPEN PO FY 21-22 TESTONS FR		109.34
BANK OF AMERICA	805378	08/27/2021	FUEL SERVICE TECHNICIAN	509-4403-47420	481.20
VERIZON WIRELESS	9886311871	08/27/2021	PHONE BILLS/OPEN PO FY 21/22		107.33
			,	Fund 509 - Muni Airport Total:	2,448.81
Fund: 600 - Internal Serv				•	•
AMAZON CAPITAL SERVICES, IN	1CTK-GYQQ-1MHF	08/05/2021	22 TON HEAVY DUTY HYDRAULI	600-7003-44613	519.80
AMAZON CAPITAL SERVICES, IN		08/05/2021	CAUTION FREQUENT STOPS STI		24.99
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	600-7003-43316	15.00
INTERNAL SERVICE FUND	816854	08/05/2021	MAINTENANCE - JULY	600-7003-47420	114.75
RELADYNE CONSERVANCY OIL	0047909-IN	08/06/2021	HYDRAULIC OIL	600-7003-43316	527.40
RELADYNE CONSERVANCY OIL	0047909-IN	08/06/2021	15W-40 OIL	600-7003-43316	699.60
SIERRA AUTO/CARQUEST	286273	08/06/2021	A/C EVAPORATOR	600-7003-44607	105.13
SIERRA AUTO/CARQUEST	286273	08/06/2021	A/C ORIFICE TUBE	600-7003-44607	2.52
SIERRA AUTO/CARQUEST	286273	08/06/2021	AIR FILTER	600-7003-44607	21.55
SIERRA AUTO/CARQUEST	286357	08/06/2021	AIR FILTER	600-7003-34376	15.08
SIERRA AUTO/CARQUEST	286357	08/06/2021	TRANSMISSION FILTER	600-7003-34376	28.73
SIERRA AUTO/CARQUEST	286357	08/06/2021	BRAKE PADS	600-7003-34376	52.11
SIERRA AUTO/CARQUEST	286357	08/06/2021	OIL FILTER LD	600-7003-47420	4.56
SIERRA AUTO/CARQUEST	286359	08/06/2021	COUPLER 1/2" FEMALE	600-7003-44607	18.75
SIERRA AUTO/CARQUEST	286359	08/06/2021	1/2" FEMALE PLUG	600-7003-44607	5.22
SIERRA AUTO/CARQUEST	286359	08/06/2021	B M FEMALE 1/4 NP COUPLER	600-7003-44607	6.45
SIERRA AUTO/CARQUEST	286359	08/06/2021	FEMALE 1/4" COUPLER	600-7003-44607	3.30
SIERRA AUTO/CARQUEST	286893	08/06/2021	SPARK PLUG IRIDIUM	600-7003-47420	44.55
SIERRA AUTO/CARQUEST	286893	08/06/2021	BRAKE SHOE SET	600-7003-47420	28.71
SIERRA AUTO/CARQUEST	286895	08/06/2021	BRAKE DRUM	600-7003-47420	114.26
SIERRA AUTO/CARQUEST	287104	08/06/2021	20 LB CO2	600-7003-44607	26.00
SIERRA AUTO/CARQUEST	287104	08/06/2021	CYLINDER PRESSURE	600-7003-44607	45.00
SIERRA AUTO/CARQUEST	287104	08/06/2021	.030 2 WIRE MILD	600-7003-44607	21.42
SIERRA AUTO/CARQUEST	287104	08/06/2021	CO2 ADAPTER	600-7003-44607	26.99
SIERRA AUTO/CARQUEST	6016-287242	08/06/2021	DRUM KIT AXLE	600-7003-44607	8.77
SIERRA AUTO/CARQUEST	6016-287242	08/06/2021	DRUM ADJUSTM ENT KIT WHEEL	600-7003-44607	10.87
TESTON'S FREEWAY CHEVRON	172163	08/13/2021	FUEL PURCHASES / OPEN PO FY	600-7003-43316	110.24
SOUTHWEST SIGN SERVICE	691059	08/13/2021	3" BLUE VINYL DEPARTMENT ST	.600-7003-44607	17.00
SOUTHWEST SIGN SERVICE	691059	08/13/2021	3" BLUE VINYL NUMBER	600-7003-44607	15.96

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**Expense Approval Report** 

**Vendor Name**XEROX CORP.

Payable Number

248348

Post Date 08/20/2021 Description (Item)

Account Number

Amount

XEROX RENTAL / OPEN PO 21/22 600-7003-43465

Fund 600 - Internal Serv Total:

120.48 **2,755.19** 

Grand Total:

Payable Dates: 8/1/2021 - 8/31/2021

737,769.43

#### **Report Summary**

Fund	Summary
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Fund		Payment Amount
101 - General		110,444.22
201 - Corrections		3,469.00
209 - Fire		4,291.48
214 - Lodgers Tax		9,233.28
216 - Muni Street		21,543.13
294 - State Library		298.34
295 - Muni Pool		4,557.61
296 - PD GRT		295.36
298 - PD Donations		643.20
303 - Vet Wall		143.73
312 - R&R Airport		29,388.56
403 - Pledge State		18,834.93
501 - Cemetary		472.25
502 - Util Office - Pool		8,010.56
503 - Electric		417,964.40
504 - Water		27,174.80
505 - Solid Waste		54,081.76
506 - WWTP		16,491.48
508 - Golf Course		5,227.34
509 - Muni Airport		2,448.81
600 - Internal Serv		2,755.19
	Grand Total:	737,769.43

#### **Account Summary**

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN	5,059.34
101-1000-44606	OFFICE SUPPLIES-GOVERN	57.09
101-1000-45607	CLAIMS, JUDGEMENTS, A	6,669.06
101-1001-41226	RETIREE INSURANCE	302.18
101-1001-43465	RENT OF EQUIPMENT	354.78
101-1001-43740	PRINTING/PUBLISHING	584.67
101-1001-43770	SUBSCRIPTION & DUES	2,388.00
101-1001-43775	TELEPHONE	279.24
101-1001-44606	OFFICE SUPPLIES	593.31
101-1001-47410	MAINTENANCE CONTRAC	450.00
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-42720	EMPLOYEE TRAINING-M	217.88
101-1002-43775	TELEPHONE	172.92
101-1003-41226	RETIREE INSURANCE	482.20
101-1003-43316	GAS & OIL	93.01
101-1003-43465	RENT OF EQUIPMENT	357.30
101-1003-43775	TELEPHONE	432.43
101-1003-44606	OFFICE SUPPLIES	. 191.44
101-1003-44613	NON-CAPITAL ITEMS	540.48
101-1004-41226	RETIREE INSURANCE	438.94
101-1004-43465	RENT OF EQUIPMENT	562.11
101-1004-43740	PRINTING/PUBLISHING	360.24
101-1004-43775	TELEPHONE	251.60
101-1004-44606	OFFICE SUPPLIES	181.68
101-1004-48599	OTHER CONTRACTUAL SE	472.00
101-1006-41226	RETIREE INSURANCE	193.44
101-1006-43775	TELEPHONE	110.12
101-1006-44606	OFFICE SUPPLIES	15.29
101-1006-44607	FIELD SUPPLIES	957.75
101-1006-48598	PROFESSIONAL SERVICES	770.85
101-1006-48599	OTHER CONTRACTUAL SE	911.70
101-1007-41226	RETIREE INSURANCE	1,467.14

#### **Account Summary**

	Account Summary	
Account Number	Account Name	Payment Amount
101-1007-42620	UNIFORM/LINEN-POLICE	163.60
101-1007-43316	GAS & OIL	45.00
101-1007-43465	RENT OF EQUIPMENT	267.66
101-1007-43770	SUBSCRIPTION & DUES	150.00
101-1007-43775	TELEPHONE	1,401.55
101-1007-43815	SOFTWARE	113.00
101-1007-44606	OFFICE SUPPLIES	713.43
101-1007-47420	MAINTENANCE VEHICLE/	3,418.30
101-1008-41226	RETIREE INSURANCE	272.16
101-1008-42720	EMPLOYEE TRAINING-CO	395.00
101-1008-43316	GAS & OIL	4,173.27
101-1008-43775	TELEPHONE	220.45
101-1008-47420	MAINTENANCE VEH/EQUI	20.00
101-1009-41226	RETIREE INSURANCE	428.06
101-1009-42720	EMPLOYEE TRAINING-M	200.00
101-1009-43316	GAS & OIL	957.20
101-1009-43465	RENT OF EQUIPMENT	227.28
101-1009-43775	TELEPHONE	146.06
101-1009-44606	OFFICE SUPPLIES	15.29
101-1009-44607	FIELD SUPPLIES-MUNI RE	275.71
101-1009-47415	MAINTENANCEREPAIRS	900.00
101-1009-47420	MAINTENANCE VEHICLE/	386.11
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43775	TELEPHONE	93.88
101-1010-44606	OFFICE SUPPLIES	15.29
101-1010-48555	CLEAN UP & DEMOLITION	290.25
101-1010-48598	PROFESSIONAL SERVICES	5,000.00
101-1011-41226	RETIREE INSURANCE	560.68
101-1011-43775	TELEPHONE	142.80
101-1012-41226	RETIREE INSURANCE	225.60
101-1012-43775	TELEPHONE	86.46
101-1013-43316	GAS & OIL	67.32
101-1014-41226	RETIREE INSURANCE	324.00
101-1014-43316	GAS & OIL	468.61
101-1014-43403	REGULAR BUILDING MAI	2,043.58
101-1014-43775	TELEPHONE	115.42
101-1014-44607	FIELD SUPPLIES-FACILITY	1,693.51
101-1014-44613	NON-CAPITAL ITEMS	629.99
101-1014-47410	MAINTENANCE CONTRAC	. 53.94
101-1014-47420	MAINTENANCE-VEHICLE/	57.25
101-1014-80810	OTHER CAPITAL EQUIPM	43,202.00
101-1016-41226	RETIREE INSURANCE	361.46
101-1016-44606	OFFICE SUPPLIES	15.29
101-1018-43780	UTILITIES	12,403.32
101-1018-43815	SOFTWARE LIC/SOFTWAR	183.76
101-1018-48598	PROFESSIONAL SERVICES	984.84
101-1040-43465	RENT OF EQUIPMENT	350.31
101-1099-34348	RENT OF PUBLIC FACILITIES	50.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	144.00
201-1903-48710	CARE OF PRISONERS-COR	3,325.00
209-1603-43316	GAS & OIL	192.02
209-1603-43465	RENT OF EQUIPMENT	344.85
209-1603-43775	TELEPHONE	308.50
209-1603-43780	UTILITIES  SOSTIMARS LIC/SOSTIMAR	553.08
209-1603-43815	SOFTWARE LIC/SOFTWAR	2,497.00
209-1603-47415	MAINTENANCEREPAIRS	396.03
214-2503-47597	9% ADVERTISING/MARKET	7,398.82
214-2503-48599	OTHER CONTRACTUAL SE	956.04

#### **Account Summary**

	Account Summary	
Account Number	Account Name	Payment Amount
214-2503-60596	STATE ADVERTISING GRA	878.42
216-4503-43316	GAS & OIL	2,430.30
216-4503-43550	ROADWAY MAINTENANCE	17,647.17
216-4503-44607	FIELD SUPPLIES-STREETS	80.96
216-4503-47420	MAINT.VEHICLE/FURN/E	1,384.70
294-5003-43465	RENT OF EQUIPMENT	23.75
294-5003-43775	TELEPHONE	168.64
294-5003-60834	STATE LIBRARY GRANT-ST	105.95
295-4803-34355	POOL DEPOSIT/RENTAL	100.00
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-42620	UNIFORMS-LIFEGUARDS	570.75
295-4803-42720	EMPLOYEE TRAINING-M	34.50
295-4803-43465	RENT OF EQUIPMENT	35.37
295-4803-43775	TELEPHONE	28.82
295-4803-43780	UTILITIES-MUNI POOL	2,206.01
295-4803-44606	OFFICE SUPPLIES-MUNI P	173.07
295-4803-44613	NON-CAPITAL ITEMS	524.00
295-4803-44615	SAFETY EQUIPMENT	804.89
296-2403-44615	SAFETY EQUIPMENT	295.36
298-2103-45607	MISC. EXPENSES	643.20
303-4703-43775	TELEPHONE	143.73
312-7006-80805	BUILDINGS & STRUCTURES	29,388.56
403-1203-12918	CWPA TORC 18 OPERATI	690.58
403-1203-12919	CWPA TORC 19 OPERATI	7,598.76
403-1203-12967	PPRF-4967 OPERATING	10,545.59
501-1803-43780	UTILITIES	472.25
502-3601-37380	Miscellaneous Revenue	1,571.52
502-3601-41226	RETIREE INSURANCE	504.86
502-3601-43316	GAS & OIL	355.97
502-3601-43465	RENT OF EQUIPMENT	1,657.04
502-3601-43740	PRINTING/PUBLISHING	1,404.25
502-3601-43770	SUBSCRIPTIONS & DUES	486.00
502-3601-43775	TELEPHONE	193.10
502-3601-43780	UTILITIES	392.83
502-3601-44606	OFFICE SUPPLIES	758.30
502-3601-44607	FIELD SUPPLIES	163.32
502-3601-47420	MAINTENANCE-VEHICLE/	523.37
503-3702-41226	RETIREE INSURANCE	855.60
503-3702-42620	UNIFORM/LINEN-ELECTRI	1.640.70
503-3702-42720	EMPLOYEE TRAINING-ELE	550.00
503-3702-43316	GAS & OIL	1,649.72
503-3702-43465	RENT OF EQUIPMENT	135.09
503-3702-43770	SUBSCRIPTION & DUES	950.00
503-3702-43775	TELEPHONE	251.39
503-3702-43780	UTILITIES	
503-3702-43815	SOFTWARE LIC/SOFTWAR	5,851.39 183.78
503-3702-44607	FIELD SUPPLIES	5,440.55
503-3702-45796	FRANCHISE TAX-ELECTRIC	5,076.65
503-3702-47415	MAINTENANCEREPAIRS	,
503-3702-47420	MAINTENANCE-VEHICLE/	129.00
503-3702-47420	PROFESSIONAL SERVICES	39.84
503-3702-46396	WHOLESALE POWER COS	5,954.85
504-3803-41226		389,255.84
	RETIREE INSURANCE	350.40
504-3803-43316	GAS & OIL	2,334.04
504-3803-43465 504-3803-43775	RENT OF EQUIPMENT	235.91
504-3803-43775	TELEPHONE	70.11
504-3803-43780	UTILITIES	13,366.02
504-3803-43797	WATER CONSERVATION	1,558.92

#### **Account Summary**

	Account Summary	
Account Number	Account Name	Payment Amount
504-3803-43815	SOFTWARE LIC/SOFTWAR	183.78
504-3803-44607	FIELD SUPPLIES-WATER D	6,743.46
504-3803-45796	FRANCHISE TAX-WATER D	1,247.72
504-3803-47420	MAINTENANCE-VEHICLE/	99.59
504-3803-48598	PROFESSIONAL SERVICES	984.85
505-3904-41226	RETIREE INSURANCE	974.42
505-3904-42720	EMPLOYEE TRAINING-SOL	400.00
505-3904-43316	GAS & OIL	4,615.17
505-3904-43465	RENT OF EQUIPMENT	139.49
505-3904-43770	SUBSCRIPTION & DUES	450.00
505-3904-43775	TELEPHONE	140.23
505-3904-43780	UTILITIES	640.00
505-3904-43815	SOFTWARE LIC/SOFTWAR	183.78
505-3904-44606	OFFICE SUPPLIES	252.59
505-3904-44607	FIELD SUPPLIES-SOLID WA	4,225.90
505-3904-44615	SAFETY EQUIPMENT	458.18
505-3904-45601	WASTE DISPOSAL	24,864.36
505-3904-45796	FRANCHISE TAX	1,419.95
505-3904-47415	MAINTENANCEREPAIRS	2,272.72
505-3904-47420	MAINTENANCE-VEHICLE/	4,407.85
505-3904-48598	PROFESSIONAL SERVICES	984.85
505-3904-48599	OTHER CONTRACTUAL SE	7,652.27
506-4005-41226	RETIREE INSURANCE	534.76
506-4005-43316	GAS & OIL	596.84
506-4005-43775	TELEPHONE	356.71
506-4005-43780	UTILITIES	1,151.69
506-4005-43815	SOFTWARE LIC/SOFTWAR	183.78
506-4005-44605	CHEMICALS/LABORATORY	1,089.68
506-4005-44606	OFFICE SUPPLIES	479.99
506-4005-44607	FIELD SUPPLIES-WASTEW	214.97
506-4005-44613	NON-CAPITAL ITEMS	399.96
506-4005-47420	MAINTENANCE-VEHICLE/	4,504.31
506-4005-48598	PROFESSIONAL SERVICES	2,304.16
506-4005-48798 508-4303-41226	VILLAGE OF WILLIAMSBU	4,674.63
508-4303-41226	RETIREE INSURANCE	170.40
	RENT OF EQUIPMENT	1,068.22
508-4303-43770 508-4303-43775	SUBSCRIPTION & DUES	145.55
508-4303-43780	TELEPHONE UTILITIES	80.74
508-4303-44606	OFFICE SUPPLIES	1,407.35
508-4303-44607	FIELD SUPPLIES	15.29
508-4303-47420		2,126.34
509-4403-43316	MAINTENANCE VEHICLE/ GAS & OIL	213.45
509-4403-43465	RENT OF EQUIPMENT	109.34
509-4403-43775	TELEPHONE	34.97
509-4403-43780	UTILITIES	431.50
509-4403-47420	MAINTENANCE VEH/EQUI	1,349.80
600-7003-34376	FUEL & PARTS SALES-INTE	523.20
600-7003-34376	GAS & OIL	95.92
600-7003-43465	RENT OF EQUIPMENT	1,352.24
600-7003-44607	FIELD SUPPLIES	120.48
600-7003-44613	NON-CAPITAL ITEMS	359.92 519.80
600-7003-44013	MAINTENANCE-VEHICLE/	519.80
, , , , , , , , , , , , , , , , , ,	Grand Total:	306.83 <b>737,769.43</b>
		737,703.43

#### **Project Account Summary**

Project Account Key	Payment Amount
**None**	737,769.43

**Expense Approval Report** 

Payable Dates: 8/1/2021 - 8/31/2021

#### **Project Account Summary**

Project Account Key Payment Amount
\*\*None\*\*
Grand Total: 737,769.43

### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: F.1

4	
SUBJECT:	Resolution No. 22 21/22 Budget Adjustment Request
DEPARTMENT:	Finance Department
DATE SUBMITTED: 9	September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
WHO WILL PRESENT	TTHE ITEM: Carol Kirkpatrick, Finance Director
	und: Reconciling Budget Adjustments Requests (based on Chapter 6, Article 6 NM Statute)
needed for budget a	djustments, increases, and decreases per attached.
Recommendation:	
Approval Resolution	No. 22 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022
Attachments:	
Resolution -2	·
Schedule of I	Budget Adjustments, Supporting Documentation
Fiscal Impact (Finan	ce): Yes
Changes in funding a	as presented on the Department of Finance and Administration Schedule of Budget
Aujustinents	
Legal Review (City A	Attorney): N/A
•	
Approved For Subm	ittal By: 🛛 Department Director
Reviewed by: 🛛 C	ity Clerk 🛮 Finance 🗆 Legal 🗀 Other: Click here to enter text.
Final Approval: 🗵 (	•
riliui Appiovai. 🖂 🤇	city Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Clic	ck here to enter text. Ordinance No
Continued To: . F	
	□ Denied □Other: .
File Name: CC Age	



#### **RESOLUTION NO. 22 21/22**

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2021-2022.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2021-2022; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

**NOW THEREFORE**, **BE IT RESOLVED** that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this 22<sup>nd</sup> day of September, 2021.

	Sandra Whitehead, Mayo
TTEST:	

#### Department of Finance and Administration Local Government Division Financial Management Bureau SCHEDULE OF BUDGET ADJUSTMENTS

ENTITY NAME: FISCAL YEAR: City of Truth or Consequences

DFA Resolution Number: BAR NUMBER 2021-2022 22 21/22 For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or RANSFER (TO or FROM	APPROV BUDGE	ED	ADJUSTMENT /INCREASE	ADJUSTME / DECREA		ADJUSTED BUDGET	PURPOSE
1	Sanitation	505-3904-80810	Vehicles	Expenditure	\$ 219,	341	\$ 20,000	\$	-	\$ 239,841	Increase budget to purchase trash truck. The price has increased significantly between when the purchase order was approved and time of ordering. Will use beginning cash balance.
2	Lodger's Tax	214-2503-48591	Mainstreet Contract	Expenditure	\$ 35,0	000 :	\$ 10,000	\$	-	\$ 45,000	Only budgeted \$35,000 during budget process. Actual award was \$45,000.
3	State Fire	209-1603-32388	State Fire Allotment	Revenue	\$ 326,4	128		\$ (17,	604)	\$ 308,824	Decreasing budget to reflect award. From Budget of \$326,428 to \$308,824.
3	State Fire	209-1603-36373	Interest Income	Revenue	\$ 1,0	000		\$ (5	500) \$	\$ 500	Decreasing budget due to lower cash balance.
3	State Fire	209-1603-43999	Operating Costs	Expenditure	\$ 296,7	00 \$	\$ 272,625			\$ 569,325	Increasing budget to account for ending cash balance.
nev movednos i d	All Proposition of the National Proposition of the Nationa				\$	-	\$ -	\$	-	\$ -	12 The second
					\$	-	\$ -		1	\$ -	

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# **DOCUMENT #1**



#### Truth or Consequences

# My Budget Report Account Summary For Fiscal: 2021-2022 Period Ending: 09/30/2021

· ·		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 505 - Solid Waste								
505-3904-40110	FULL TIME WAGES-SOLID WASTE DIVI	424,320.00	424,320.00	16,320.02	82,206.06	0.00	342,113.94	80.63 %
505-3904-40125	OVERTIME WAGES-SOLID WASTE DIV	4,500.00	4,500.00	0.00	78.08	0.00	4,421.92	98.26 %
505-3904-41205	FICA-REGULAR-SOLID WASTE DIVISION	26,587.00	26,587.00	954.85	4,816.68	0.00	21,770.32	
505-3904-41210	FICA-MEDICARE-SOLID WASTE DIVISION	6,218.00	6,218.00	223.32	1,126.52	0.00	5,091.48	81.88 %
505-3904-41215	PERA-SOLID WASTE DIVISION	41,583.00	41,583.00	1,591.52	7,957.60	0.00	33,625.40	80.86 %
505-3904-41225	HEALTH INSURANCE-SOLID WASTE DIV	97,481.00	97,481.00	3,708.78	18,543.90	0.00	78,937.10	80.98 %
505-3904-41226	RETIREE INSURANCE	12,730.00	12,730.00	487.20	2,436.02	0.00	10,293.98	80.86 %
505-3904-41235	UNEMPLOYMENT INSURANCE-SOLID WASTE	648.00	648.00	0.00	0.00	0.00	648.00	
505-3904-41240	WORKER'S COMP ASSESSMENT	120.00	120.00	0.00	0.00	0.00	120.00	100.00 %
505-3904-41785	WORKER'S COMP. PREMIUMS	10,000.00	10,000.00	0.00	0.00	9,634.00	366.00	3.66 %
505-3904-42620	UNIFORM/LINEN-SOLID WASTE DIVISION	5,000.00	5,000.00	0.00	0.00	404.52	4,595.48	91.91 %
505-3904-42720	EMPLOYEE TRAINING-SOLID WASTE DIV	5,625.00	5,625.00	0.00	400.00	0.00	5,225.00	92.89 %
<u>505-3904-43316</u>	GAS & OIL	55,000.00	55,000.00	24.52	8,701.00	41,727.44	4,571.56	8.31 %
505-3904-43403	REGULAR BUILDING MAINT	38,000.00	38,000.00	2,966.50	2,966.50	1,381.50	33,652.00	88.56 %
505-3904-43465	RENT OF EQUIPMENT	4,000.00	4,000.00	0.00	302.33	2,697.67	1,000.00	25.00 %
505-3904-43735	POSTAGE & MAIL SERVICES	50.00	50.00	0.00	0.00	0.00	50.00	100.00 %
505-3904-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<u>505-3904-43770</u>	SUBSCRIPTION & DUES	1,000.00	1,000.00	0.00	550.00	0.00	450.00	45.00 %
505-3904-43775	TELEPHONE	4,000.00	4,000.00	0.00	278.10	1,921.90	1,800.00	45.00 %
505-3904-43780	UTILITIES	25,000.00	25,000.00	1,353.32	3,937.61	11,962.39	9,100.00	36.40 %
<u>505-3904-43815</u>	SOFTWARE LIC/SOFTWARE UPDATE	15,000.00	15,000.00	208.07	594.54	13,197.10	1,208.36	8.06 %
505-3904-43999	OPERATING COSTS	2,500.00	2,500.00	0.00	554.03	0.00	1,945.97	77.84 %
<u>505-3904-44606</u>	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	252.59	0.00	2,747.41	91.58 %
505-3904-44607	FIELD SUPPLIES-SOLID WASTE DIVISION	69,000.00	69,000.00	0.00	4,567.90	721.29	63,710.81	92.33 %
505-3904-44613	NON-CAPITAL ITEMS	5,000.00	5,000.00	0.00	0.00	1,535.14	3,464.86	69.30 %
<u>505-3904-44615</u>	SAFETY EQUIPMENT	5,000.00	5,000.00	0.00	458.18	0.00	4,541.82	90.84 %
<u>505-3904-45601</u>	WASTE DISPOSAL	800,000.00	800,000.00	0.00	132,202.48	667,797.44	80.0	0.00 %
<u>505-3904-45796</u>	FRANCHISE TAX	5,000.00	5,000.00	0.00	1,419.95	3,580.05	0.00	0.00 %
<u>505-3904-46731</u>	PROPERTY INSURANCE-SOLID WASTE DIV	11,130.00	11,130.00	0.00	0.00	9,600.73	1,529.27	13.74 %
505-3904-46732	GENERAL LIABILITY INSURANCE	25,305.00	25,305.00	0.00	0.00	6,585.61	18,719.39	73.98 %
<u>505-3904-46733</u>	VEHICLE INSURANCE	39,811.00	39,811.00	0.00	0.00	18,486.53	21,324.47	53.56 %
<u>505-3904-46794</u>	GOVT GROSS RECEIPTS TAX	74,836.00	74,836.00	0.00	14,650.86	0.00	60,185.14	80.42 %
505-3904-47415	MAINTENANCEREPAIRS GROUNDS -ROADWAYS	69,900.00	53,670.00	-2,272.72	0.00	211.58	53,458.42	99.61 %
505-3904-47420	MAINTENANCE-VEHICLE/EQUIP-SOLID WAS	75,000.00	75,000.00	1,036.07	10,709.69	20,756.43	43,533.88	58.05 %
<u>505-3904-48596</u>	AUDIT CONTRACT	10,000.00	10,000.00	0.00	0.00	9,708.80	291.20	2.91 %

#### For Fiscal: 2021-2022 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Favorable (Unfavorable)	Percent	
505-3904-48598	PROFESSIONAL SERVICES	0.00	2,984.00	0.00	1,969.70	1,014.04	0.26	0.01 %	
505-3904-48599	OTHER CONTRACTUAL SERVICES	50,000.00	47,016.00	0.00	13,602.54	17,347.73	16.065.73	34:17-%	
505-3904-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	217,000.00	219,841.00	0.00	0.00	239,841.00	-20,000.00	-9.10 %	1
505-3904-80845	OTHER CAPITAL PURCHASES	124,077.00	137,466.00	0.00	0.00	137,466.00	0.00	0.00 %	J
	Fund: 505 - Solid Waste Total:	2,364,421.00	2,364,421.00	26,601.45	315,282.86	1,217,578.89	831,559.25	35.17 %	
	Report Total:	2,364,421.00	2,364,421.00	26,601.45	315,282.86	1,217,578.89	831,559.25	35.17 %	

# **DOCUMENT #2**

Beginniz Budgt

21-22 Budget Request/Justification

Department Name	21400 Lodger's Tax
Department Head or Supervisor	
Place do not change this form in any way	EMAM4 VC

On each cell, you will choose a number from the drop down list.

5/20/21 KS

|--|

21400 Lodgers' Tax 21400 Lodgers' Tax 21400 Lodgers' Tax	21400 21400 21400	2002 General Administration 2002 General Administration 2002 General	2002	57130 Rent of Equipment/Machinery 57090 Printing/Publishing/Advertising	57130 57090	0000	S	11,500	Lease payment JD GRMW/Fairway John Decre Credit 950.73 x 12
-		Administration 2002 General		57090 Printing/Publishing/Advertising	57090	0000	S	46,000	
21400 Lodgers' Tax	21400		2002		1				
1	- 1	Administration	2002	57090 Printing/Publishing/Advertising	57090	9000	S		Lindmark Outdoor \$10,140, Griffin and Associated Grant Management \$40,000, Lindmark Outdoor, etc.
21400 Lodgers' Tax	21400	2002 General Administration	2002	57999 Other Operating Costs	57999	0000	s	15,000	Administraive Fees
21400 Lodgers' Tax	21400	2002 General Administration	2002	55999 Contract - Other Services	55999	0000	\$		Main Street Contract \$35,000, Griffin And Assoc \$15,000, Friend of Elephant Butte \$1,000, Lodger's Tax \$7,000, State Advertising Grant \$27,805, \$20,000 COGrant (old coa: 214-2503 48599)
21400 Lodgers' Tax	21400	2002 General Administration	2002	57999 Other Operating Costs	57999	0000	s	2,000	Public Arts Project
TOTAL BUDGET REQUEST						0.00	3	290,305	
						20-21 Budget	\$	281,305	

2021/2022

**SUBRECIPIENT GRANT AWARDS** 

DEADLINE:

03/05/21

APPLICATIONS REQUIRE CURRENT PROOF OF NONPROFIT STATUS WITH IRS & SOS.

TOTALS	\$76,514.00	\$69,014.00	\$83,000.00	\$69,014.00	\$82,860.00	\$82,860.00	\$66,000.00
The Club of Sierra County	\$10,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$10,000.00
Sierra Joint Office on Aging (SJOA) *	\$46,814.00	\$46,814.00	\$47,000.00	\$46,814.00	\$50,000.00	\$50,000.00	\$47,000.00
Matthew 25 Food Pantry	\$7,200.00	\$7,200.00	\$8,000.00	\$7,200.00	\$7,860.00	\$7,860.00	\$5,000.00
Domestic Abuse Intervention Center (DAIC)	\$2,500.00	\$2,500.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Companion Animal Action Team (CAAT)	\$1,500.00	\$1,500.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,500.00
	REQUESTED	APPROVED	REQUESTED	APPROVED	REQUESTED	APPROVED	APPROVED
NAME OF ORGANIZATION  GENERAL FUND (GL #101-1000-60725)	FY 2018/19	FY 2018/19	FY 19/20	FY 2019/20	FY 2020/21	FY 2020/21	FY 2021/22

**Budget Balance** 

101-1000-60725 -\$69,014.00

ADDITIONAL FUNDING REQU		And the second of the country and the					
riends of Elephant Butte State Park	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
eronimo Springs Museum	\$4,600.00	\$4,600.00	\$5,000.00	\$4,600.00	\$5,000.00	\$5,000.00	\$7,500.00
eronimo Trail Scenic Byway, Inc.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
inStreet Truth or Consequences	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$45,000.00
LODGERS TAX TOTALS	\$46,600.00	\$45,600.00	\$46,000.00	\$45,600.00	\$56,000.00	\$55,000.90	397,500:00

<sup>\*</sup> SJOA receives \$6,000-\$7,000 in paid utilities annually.

# **DOCUMENT #3**

#### **Budget Adjustment for 209 Fire Fund**

Estmated grant for 2021-22 was \$326,428. Final award came in at \$308,824 for a difference of (\$17,604) Interest income also needs to be reduced because of a lower cash balance.

Beginning Budget

Fund No.	Fund	Actual Beginning Cash Balance	+ Investments	Cash & = Investments		stimated Revenues	Cash + Transfers in	 ash fers Out	I	stimated penditures	E	timated nding Cash Balance
209	Fire Protection Fund	\$ 374,001		\$ 374,001	\$	327,428	\$ -	\$ •	\$	(410,700)	\$	290,729
		<del>                                     </del>										
Reduce gra	nt amount for original	estimate of \$32	6,428		\$	(17,604)		 				
	erest revenue because				\$	(500)						
Increase ex	penses to match endir	ng cash balance	and change in re	venue					\$	(272,625)		
209	Fire Protection Fund	\$ 374,001		\$ 374,001	Ś	309,324		 	ė	(683,325)	ė	

After BAR

TELEPHONE: 575-894-7148

CITY OF T OR C
FIRE PROTECTION
505 SIMS ST
T OR C NM 87901

30-0 1 0

	www.firstsavingsbanks.co	om	
	N.O.W. ACCOUNT 30088795		
	N.O.W. ACCOUNT 30088795		
DESCRIPTION	DEBITS CREDIT	'S DATE	BALANCE
BALANCE LAST STATEMENT DEPOSIT AP TRANSFER FUNDS AP TRANSFER FUNDS AP TRANSFER FUNDS AP TRANSFER FUNDS INTEREST BALANCE THIS STATEMENT	73.82 6,321.26 780,490.06 2,557.83	00 06/02/21 06/04/21 06/11/21 06/18/21 06/25/21	1163,333.03 1163,367.63 1163,293.81 1156,972.55 376,482.49 373,924.66 374,001.56
TOTAL CREDITS (2) TOTAL DEBITS (4) INTEREST THIS STATEMENT	111.50 MINIMUM BALA 789,442.97 AVG AVAILABI 76.90		373,924.66 851,541.13

<sup>-</sup> END OF STATEMENT -

# CITY FY 2022 FIRE PROTECTION FUND TOTAL DISTRIBUTION ALLOTMENT

DEPARTMENT	MS	SS	ADMIN BLDGS	MAIN STATION	SUB STATION	ADMIN TOTAL	TOTAL DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT.
Alamogordo	6	1	0	\$620,448	\$38,966	\$0	\$659,414	\$0	\$659,414
Albuquerque	21	4	1	\$2,529,009	\$178,508	\$120,429	\$2,827,946	\$277,916	\$2,550,030
Angel Fire	3	0	1	\$269,754	\$0	\$89,918	\$359,672	\$0	\$359,672
Artesia	2	0	0	\$224,802	\$0	\$0	\$224,802	\$0	\$224,802
Aztec	2	1	0	\$188,830	\$35,967	\$0	\$224,797	\$0	\$224,797
Bayard	1	0	0	\$89,918	\$0	\$0	\$89,918	\$0	\$89,918
Belen	2	1	1	\$188,830	\$35,967	\$94,415	\$319,212	\$0	\$319,212
Bloomfield	2	1	1	\$224,802	\$41,964	\$112,401	\$379,167	\$80,259	\$298,908
Bosque Farms	1	0	0	\$103,408	\$0	\$0	\$103,408	\$0	\$103,408
Capitan	2	0	0	\$170,844	\$0	\$0	\$170,844	\$0	\$170,844
Carlsbad	4	2	1	\$413,632	\$77,932	\$103,408	\$594,972	\$0	\$594,972
Carrizozo	2	0	0	\$179,836	\$0	\$0	\$179,836	\$25,895	
Causey	1	0	0	\$89,918	\$0	\$0	\$89,918	\$23,194	\$153,941
Chama	1	0	0	\$89,918	\$0	\$0	\$89,918	\$0	\$66,724
Cimarron	1	0	0	\$94,415	\$0	\$0	\$94,415	\$21,305	\$89,918
Clayton	3	0	1	\$269,754	\$0	\$89,918	\$359,672	\$0	\$73,110
Cloudcroft	3	0	0	\$310,224	\$0	\$0	\$310,224	\$50,980	\$359,672
Clovis	6	1	0	\$674,406	\$41,964	\$0	\$716,370		\$259,244
Cochiti Lake	1	1	0	\$103,408	\$38,966	\$0	\$142,374	\$0	\$716,370
Columbus	1	0	0	\$89,918	\$0	\$0	\$89,918	\$37,793	\$104,581
Corona	1	0	0	\$94,415	\$0	\$0		\$28,662	\$61,256
Corrales	2	0	1	\$188,830	\$0	\$94,415	\$94,415	\$12,177	\$82,238
Cuba	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$0	\$283,245
Deming	1	1	1	\$94,415	\$35,967	•	\$283,245	\$20,044	\$263,201
Des Moines	1	0	0	\$89,918		\$94,415	\$224,797	\$60,878	\$163,919
Dexter		0	1	\$179,836	\$0 \$0	\$0	\$89,918	\$25,501	\$64,417
Dora	2	0	0	\$179,836		\$89,918	\$269,754	\$64,113	\$205,641
Eagle Nest	1	1	·		\$0	\$0	\$170,844	\$0	\$170,844
	<u> </u>	-	0	\$94,415	\$35,967	\$0	\$130,382	\$15,000	\$115,382

Monday, July 12, 2021

DEPARTMENT	MS	SS	ADMIN BLDGS	MAIN STATION	SUB STATION	ADMIN TOTAL	TOTAL DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEP
Elephant Butte	2	1	1	\$179,836	\$32,971	\$89,918	\$302,725		
Elida	2	0	0	\$170,844	\$0	\$0	\$170,844	\$25,586	\$277,139
Encino	1	0	0	\$89,918	\$0	\$0	\$89,918	\$35,431	\$135,413
Espanola	2	1	1	\$179,836	\$32,971	\$89,918	\$302,725	\$18,867	\$71,051
Estancia	1	0	0	\$89,918	\$0	\$0	\$89,918	\$0	\$302,725
Eunice	1	0	0	\$94,415	\$0	\$0		\$0	\$89,918
Farmington	5	1	1	\$562,005	\$41,964	\$112,401	\$94,415	\$0	\$94,415
Floyd	2	0	0	\$170,844	\$0	\$0	\$716,370	\$55,187	\$661,183
Folsom	2	0	0	\$179,836	\$0	\$0	\$170,844	\$52,844	\$118,000
Fort Sumner	1	0	0	\$89,918	\$0		\$179,836	\$12,546	\$167,290
Gallup	4	2	1	\$413,632	\$77,932	\$0	\$89,918	\$29,155	\$60,763
Grady	1	0	0	\$85,422		\$103,408	\$594,972	\$143,316	\$451,656
Grants	2	0	1	\$188,830	\$0	\$0	\$85,422	\$0	\$85,422
lagerman	2	0	1	\$170,844	\$0	\$94,415	\$283,245	\$47,462	\$235,783
fatch	1	0	0	\$89,918	\$0	\$85,422	\$256,266	\$25,992	\$230,274
lobbs	4	0	1	\$449,604	\$0	\$0	\$89,918	\$23,544	\$66,374
lope	1	0	0		\$0	\$112,401	\$562,005	\$0	\$562,005
louse	1	0	0	\$89,918	\$0	\$0	\$89,918	\$0	\$89,918
lurley	1	<del>-</del> 0		\$80,927	\$0	\$0	\$80,927	\$0	\$80,927
al	2	0	0	\$85,422	\$0	\$0	\$85,422	\$0	\$85,422
emez Springs	1	0	0	\$179,836	\$0	\$0	\$179,836	\$55,153	\$124,683
ake Arthur	<u>'</u>		0	\$85,422	\$0	\$0	\$85,422	\$10,892	\$74,530
as Cruces		1	0	\$56,951	\$22,491	\$0	\$79,442	\$20,255	\$59,187
as Vegas	8	0	1	\$963,432	\$0	\$120,429	\$1,083,861	\$0	\$1,083,861
ogan	2	1	1	\$179,836	\$32,971	\$89,918	\$302,725	\$33,521	\$269,204
ordsburg	3	0	0	\$269,754	\$0	\$0	\$269,754	\$62,106	\$207,648
os Lunas	1	0	0	\$89,918	\$0	\$0	\$89,918	\$22,338	\$67,580
	3	0	0	\$283,245	\$0	\$0	\$283,245	\$40,785	\$242,460
os Ranchos De Albuquerque	1	1	0	\$103,408	\$38,966	\$0	\$142,374	\$0	\$142,374
oving	1	0	0	\$85,422	\$0	\$0	\$85,422	\$0	\$85,422
ovington	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$0	
agdalena	1	0	0	\$89,918	\$0	\$0	\$89,918	\$17,321	\$283,245

DEPARTMENT	MS	SS	ADMIN BLDGS	MAIN STATION	SUB STATION	ADMIN TOTAL	TOTAL DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEP
Maxwell	1	0	0	\$85,422	\$0	\$0	\$85,422	\$19,633	
Melrose	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$47,666	\$65,789
Mesilla	1	1	1	\$94,415	\$35,967	\$94,415	\$224,797		\$235,579
Milan	2	0	0	\$188,830	\$0	\$0	\$188,830	\$24,572	\$200,225
Moriarty	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$63,086	\$125,744
Mosquero	1	0	0	\$80,927	\$0	\$0	\$80,927	\$56,149	\$227,096
Mountainair	1	0	0	\$85,422	\$0	\$0	\$85,422	\$25,747	\$55,180
Pecos	1	1	0	\$85,422	\$29,971	\$0		\$0	\$85,422
Peralta	1	0	0	\$94,415	\$0		\$115,393	\$0	\$115,393
Portales	3	1	0	\$283,245		\$0	\$94,415	\$25,332	\$69,083
Questa	1	1	0	\$89,918	\$35,967	\$0	\$319,212	\$99,281	\$219,931
Raton	3	2	0	\$337,203	\$32,971	\$0	\$122,889	\$36,607	\$86,282
Red River	1	0	0	\$94,415	\$83,928	\$0	\$421,131	\$0	\$421,131
Reserve	3	0	0		\$0	\$0	\$94,415	\$10,029	\$84,386
Rio Grande Estates	2	<del>-</del>		\$283,245	\$0	\$0	\$283,245	\$41,069	\$242,176
Rio Rancho	6		1	\$188,830	\$0	\$94,415	\$283,245	\$55,537	\$227,708
Roswell	7	1	1	\$674,406	\$41,964	\$112,401	\$828,771	\$53,025	\$775,746
Roy		0	1	\$786,807	\$0	\$112,401	\$899,208	\$0	\$899,208
Ruidoso	1	0	0	\$80,927	\$0	\$0	\$80,927	\$0	\$80,927
Ruidoso Downs	3	2	0	\$337,203	\$83,928	\$0	\$421,131	\$90,044	\$331,087
	1	0 .	0	\$85,422	\$0	\$0	\$85,422	\$0	\$85,422
San Jon	1	0	0	\$89,918	\$0	\$0	\$89,918	\$15,001	\$74,917
Santa Clara	1	0	0	\$85,422	\$0	\$0	\$85,422	\$0	\$85,422
Santa Fe	8	1	1	\$899,208	\$41,964	\$112,401	\$1,053,573	\$123,040	\$930,533
Santa Rosa	2	1	0	\$179,836	\$32,971	\$0	\$212,807	\$30,111	\$182,696
lilver City	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$86,629	\$196,616
ocorro	2	1	0	\$188,830	\$35,967	\$0	\$224,797	\$58,201	\$166,596
pringer	1	0	0	\$85,422	\$0	\$0	\$85,422	\$24,781	
unland Park	3	0	1	\$283,245	\$0	\$94,415	\$377,660	\$90,413	\$60,641
aos	2	2	1	\$188,830	\$71,934	\$94,415	\$355,179	\$0	\$287,247
aos Ski Valley	1	1	1	\$89,918	\$32,971	\$89,918	\$212,807	\$0	\$355,179 \$212,807

DEPARTMENT	MS	SS ——	ADMIN BLDGS	MAIN STATION	SUB STATION	ADMIN TOTAL	TOTAL DISTRIBUTION	NMFA AMOUNT	TOTAL TO DEPT
Tatum	1	0	0	\$89,918	\$0	\$0	\$89,918	\$0	\$89,918
Texico	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$12,785	\$270,460
Tijeras	1	0	0	\$94,415	\$0	\$0	\$94,415	\$0	\$94,415
Town of Bernalillo	2	0	1	\$179,836	\$0	\$89,918	\$269,754	\$47,901	\$221,853
Truth or Consequences	2	0	1	\$224,802	\$0.	\$112,401	\$337,203	\$28,379	\$308,824
Tucumcari	2	0	1	\$188,830	\$0	\$94,415	\$283,245	\$0	
Tularosa	2	0	0	\$188,830	\$0	\$0	\$188,830	<del></del>	\$283,245
/aughn	1	0	0	\$85,422	\$0	\$0	\$85,422	\$59,748	\$129,082
Virden	1	0	0	\$85,422	\$0	\$0		\$23,567	\$61,855
Wagon Mound	1	1	0	\$94,415			\$85,422	\$0	\$85,422
				Ψ97,710	\$35,967	\$0	\$130,382	\$25,693	\$104,689

COUNT OF MUNICIPAL **DEPARTMENTS** <u>99</u>

MS	SS	ADMIN BLDGS	TOTAL MAIN	TOTAL SUB STATION	TOTAL ADMIN	TOTAL DISTRIBUTION	NMFA TOTAL	TOTAL TO DEPARTMENTS
220	38	35	\$22,099,749	<u>\$1.438.904</u>	\$3,455,472	\$26,994.125	\$2.750.044	\$24,244.081

Fire Support Service BC Randy Varela: /s/ Randy Varela

Date: 7-12-21

State Fire Marshal

John Kondratick:

/s/John Kondratick

Date: \_\_\_7/12/21

ASB Chief Sarah Peterson:

Sarah J. Peterson

Cabinet Secretary Bianca Ortiz Wertheim Bianca Ortiz-Wertheim



#### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: F.2

SUBJECT: Discussion Action – Repeal Resolution 40 18/19 Establishing Fees for Fuel Charges at the Airport
<b>DEPARTMENT:</b> Assistant City Manager
DATE SUBMITTED: September 13, 2021
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez
Summary/Background:
Resolution does not meet the current needs of the airport
Recommendation:
Repeal Resolution 40 18/19
Attachments:
• Resolution 40 18/19
Fiscal Impact (Finance): N/A
Legal Review (City Attorney): N/A
Approved For Submittal By:   Department Director
Reviewed by: ⊠ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.
Final Approval:   City Manager
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No Ordinance No
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agenda 9-22-2021



#### **RESOLUTION NO. 40 18/19**

# A RESOLUTION ESTABLISHING FEES FOR FUEL CHARGES AT THE MUNICIPAL AIRPORT

WHEREAS, the City of Truth or Consequences owns and operates the Truth or Consequences Municipal Airport and is responsible for establishing fuel fees and other charges; and

WHEREAS, the City Commission determined that the following fees are reasonable; and

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Truth or Consequences:

- 1. The following fuel charges for the City of Truth or Consequences Municipal Airport are hereby established:
  - A. The City's cost of the fuel plus 10¢ per gallon for self-service.
  - B. The City's cost of the fuel plus 30¢ per gallon for full-service.
  - C. Other fuel supplies shall be the City's cost plus 10%.
  - D. All other charges shall be determined by the Airport Manager and City Manager.

PASSED, ADOPTED AND APPROVED this 2 day of May, 2019.

SANDRA WHITEHEAD - Mayor

ATTEST:

RENEE CANTIN - City Clerk



#### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: F.3

The state of the s
SUBJECT: Personnel Policy
<b>DEPARTMENT:</b> City Manager's Office
DATE SUBMITTED: September 15, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager
Summary/Background:
Review/Approve Personnel Policy.
Recommendation:
Approve
Attachments:
Personnel Policy
Click here to enter text.
Fiscal Impact (Finance): Choose an item.
Click here to enter text.
Legal Review (City Attorney): Choose an item.
Click here to enter text.
Approved For Submittal By: ⊠ Department Director
Reviewed by:  ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.
Final Approval:   City Manager
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Click here to enter text. Ordinance No. Click here to enter text.  Continued To: Click here to enter a date. Referred To: Click here to enter text.  Approved Denied Other: Click here to enter text.  File Name: CC Agenda 9-22-2021



# CITY OF TRUTH OR CONSEQUENCES BOARD OF CITY COMMISSIONERS ORDINANCE № 719

An Ordinance Relating to Administration, Adopting a Personnel Policy; Setting forth Personnel Rules and Regulations Establishing Consistent, Basic Policies and Practices, and Professionalism Expectations Concerning Relations between the City and its Employees

#### **PREAMBLE**

WHEREAS, NMSA 1978, Section 3-18-1 provides that municipalities, have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order"; and,

WHEREAS, NMSA 1978, Section 3-17-1 provides that cities may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on cities, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the city and its inhabitants; and,

WHEREAS, NMSA 1978, Section 3-13-4 (1965) allows municipalities to establish a personnel merit system for the hiring, promotion, discharge and general regulation of municipal employees; and,

WHEREAS, the City of Truth or Consequences has a right and responsibility to the taxpayers to set reasonable professional, ethical, performance, and behavioral expectations for employees, supervisors and managers to ensure tax dollars are used in an appropriate and efficient manner; and,

**WHEREAS**, City of Truth or Consequences employees have an expectation and a right to be treated fairly, consistently and professionally while employed with the City of Truth or Consequences.

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# SECTION I: DEFINITIONS

- 1.1 ADMINISTRATIVE LEAVE WITH PAY: Leave with pay granted at the City Manager's discretion after considering the department director and Human Resource Manager's recommendation. Bereavement Leave is Administrative Leave with pay. See Section 10.13.
- 1.2 ADMINISTRATIVE LEAVE WITHOUT PAY: Leave without pay granted at the City Manager's discretion after considering the department director and Human Resource Manager's recommendation.
- 1.3 ANNIVERSARY DATE: Anniversary date means the date of appointment or reemployment and changes as of the date of promotion, demotion, reduction, or change to a different technical occupation group, group role, or manager category in the same pay band or pay opportunity.
- 1.4 ANNUAL LEAVE: Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.
- 1.5 APPEAL: Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.
- 1.6 APPLICANT: A person who made formal application on an official City personnel application form for a position with the City.
- 1.7 "AT WILL" EMPLOYEE: See definition of "Unclassified Employee".
- 1.8 BOARD: Board means the Board of City Commissioners.
- 1.9 CASUAL EMPLOYEE: An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also work less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- 1.10 CLASSIFIED EMPLOYEE: An employee that serves the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- 1.11 CONTINUOUS LENGTH OF CITY SERVICE: Continuous length of City service means the length of time for which there have been no breaks in employment as an employee spanning from the employee's Date of Hire, other than annual leave, sick leave, military leave authorized pursuant to Section 10.24 below, or authorized leave without pay for less than six (6) months.
- 1.12 CONTRACT EMPLOYEE: Contract employees are unclassified FLSA exempt and have a contract approved by the Board modifying the conditions of the City's personnel policy. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures, employee benefits or holiday premium pay.

- 1.13 CITY BUSINESS: The performance of official duties of a City employee at an employee's normal work site or at a location authorized by the City.
- 1.14 CITY MANAGER: An individual appointed by the Board to conduct the business of the City and to act as the chief executive officer for the Board, aiding and assisting the Board in the exercise of their duties and responsibilities. In the event there is no City Manager, the duties and responsibilities specified in these Rules shall be carried out by an appointed Acting or Interim City Manager.
- 1.15 DATE OF HIRE: Date of Hire is the date indicated as such on the employee's Personnel Action Form indicating New Hire as a regular employee, from which there is continuous length of City service. Alternatively, the Date of Hire may be from the date of Reinstatement if reinstatement occurs after a lapse of continuous length of City service.
- 1.16 DEMOTION: An employee may be demoted to a position for which the employee is qualified when the employee would otherwise be terminated. The demotion may be a result of funding shortages. An employee who does not possess the necessary ability to render satisfactory performance in the position presently held may be demoted. Employees may voluntarily request such a demotion. Demoted employees may receive a reduction in pay, per City Manager approval and department head recommendation. Only a regular employee demoted due to disciplinary action is entitled to grievance procedures under Section VIII, Grievance Procedures.
- 1.17 DEPARTMENT DIRECTOR: An employee hired to fill a position with the responsibility of supervising and administrating a department of City government as determined and designated by the Board.
- 1.18 DISMISSAL: Dismissal means the involuntary separation or dismissal from employment for disciplinary reasons.
- 1.19 DOMESTIC PARTNER: An individual who has an exclusive and committed relationship with a City employee and the relationship is the same as, or similar to, a marriage relationship in this state. For purposes of these Rules: 1) domestic partners must have shared a common, primary residence, 2) must jointly be responsible for each other's common welfare and share financial obligations, 3) neither can be married or a member of another domestic partnership, 4) both must be at least 18 years of age, and 5) are not related by blood to a degree of closeness that would prevent them from being married to each other in this state.
- 1.20 DUE PROCESS: The right granted to a regular employee to pre- and post-disciplinary hearings for actions of suspension, demotion or dismissal.
- 1.21 EMERGENCY CALL-OUT PAY: Compensation paid to an employee who has been called to return to work after hours, including weekends. Employees will receive a minimum of two hours overtime for emergency call-outs.

- 1.22 EXEMPT EMPLOYEES: All executive, administrative and professional employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act, whose compensation is based on a fixed salary.
- 1.23 GRANT FUNDED EMPLOYEE: A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of a grant agreement.
- 1.24 GRIEVANCE HEARING: A formal hearing conducted at the request of an employee grieving a promotion, suspension, demotion, involuntary transfer, or dismissal as set forth in these Personnel Rules and Regulations.
- 1.25 GRIEVANCE: A formal complaint by an employee concerning actions taken by management, which result in loss of pay and/or privileges to the employee including suspension, demotion, involuntary transfer or dismissal.
- 1.26 HEARING OFFICER: The individual charged with the responsibility of hearing and deciding allegations of improper promotion, or post-disciplinary action matters of demotion, suspension, involuntary transfer, and dismissal.
- 1.27 IMMEDIATE FAMILY: Spouses, domestic partners, children, parents, siblings, grandparents, grandchildren, like in-laws, like step-relationships, and persons with legal custodial relationships.
- 1.28 LAYOFF: The involuntary separation of an employee from City service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, lack of funds, or as otherwise determined in the best interest of the City.
- 1.29 MEDICAL DISABILITY DISMISSAL: The dismissal of an employee from City employment when the employee is unable to perform the essential functions of the position with reasonable accommodation(s) that do not impose undue hardship upon the City, due to a medical condition, when there is corroborating documentation of this condition from a licensed health-care professional. Although Medical Disability Dismissal is not disciplinary in nature, employees are nonetheless entitled to participate in the City's pre-determination and grievance procedures if they are subject to dismissal.
- 1.30 NONEXEMPT EMPLOYEES: Employees that are not exempt employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act.
- 1.31 PART-TIME EMPLOYEE: An employee who works twenty (20) hours or more and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- 1.32 PRE-DISCIPLINARY HEARING: A hearing conducted by the City Manager or his/her designee before the imposition of the disciplinary actions of suspension, demotion or dismissal.

- 1.33 PROBATIONARY EMPLOYEE: A full-time or part-time employee hired to fill a regular position that has not completed a one (1) year probationary period of employment, during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee at least every three (3) months.
- 1.34 PROMOTION: A promotion is the change of an employee from a position in one classification usually to a position in a classification with a higher salary range.
- 1.35 REGULAR EMPLOYEE: Full-time: An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. Part-time: An employee who has successfully completed probation with a work schedule of twenty (20) or more hours, but less than forty (40) hours per week.
- 1.36 RESIGNATION: Resignation means the voluntary separation of an employee from City service.
- 1.37 SAFETY- or SECURITY-SENSITIVE POSITION (SSP): A position approved as such by the department director and City Manager, which an individual has a key and direct role in an activity where impaired performance by drug or alcohol use could result in a serious injury, or an improper or inadequate response to a potentially serious incident. SSP include a supervisory or managerial position in which impairment by drug or alcohol use would constitute an immediate and direct threat to public health or safety and includes, but is not limited to, law enforcement officers, employees who are required to regularly carry a firearm, drivers/operators required to have a CDL license, have access to confidential information and/or receive calls for public service and employees who regularly transport other people as their principal job or otherwise designated so by the City Manager.
- 1.38 SICK LEAVE: Leave with pay granted to employees when personal illness, injury, pre-arranged medical or dental examination, quarantine, therapy, counseling or other necessary treatment that keeps the employee from performing the duties of the position or when a member of the immediate family is ill, injured or requires treatment for the described reasons.
- 1.39 STAND-BY PAY: Compensation paid to employees, though off duty, is required to be available and able to respond to inquiries by telephone or radio, after regular working hours, including weekends.
- 1.40 SUSPENSION: An involuntary leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of a grievance procedure.
- 1.41 TEMPORARY EMPLOYEE: An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) months. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

- 1.42 TRANSFER: The voluntary or involuntary movement of an employee, from one department or office to another department or office in the City service.
- 1.43 UNCLASSIFIED EMPLOYEE (or At-Will Employee): An employee that can be dismissed at any time, with or without cause. The terminable-at-will employees in the City shall be probationary employees, temporary employees, contract employees, and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

# SECTION II: EMPLOYMENT STATUS

- **2.1 Position Specification:** The City shall establish position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:
  - A. Probationary Employee: A full-time or part-time employee hired to fill a regular position that has not yet completed the one (1) year probationary period of employment, or (twelve (12) months for police officers) during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every three (3) months.
  - B. Temporary Employee: A temporarily employee, hired to fill a vacancy due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.
  - C. Regular Employee: **Full-time**: An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time**: An employee who has successfully completed probation with a work schedule of twenty (20) hours or more, but less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
  - D. Grant Funded Employee: A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
  - E. Casual Employee: An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also work less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
  - F. Unclassified Employee: An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the City shall be probationary employees, temporary employees, casual employees, contract employees, and others designated by the Board. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.
  - G. Classified Employee: An employee that serves the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
  - H. Contract Employee: Contract employees are unclassified, FLSA exempt and have a contract approved by the Board modifying the conditions of the City's personnel policy.

- Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- I. Temporary Agency Employee: An individual who performs work for the City through a contract with an independent third-party, such as a temporary placement or employment agency. These individuals are not City employees and therefore not entitled to any benefits or rights detailed in this policy.

## SECTION III: GENERAL PROVISIONS

- **3.1 Purpose**: The purpose of these Personnel Rules and Regulations (Rules) is to establish consistent, basic policies and practices concerning relations between the City and its employees. These Rules further establish the formal grievance procedure available to regular employees to hear their grievances with respect to promotions, demotions, suspensions, involuntary transfers and dismissal, and provide the method by which a personnel hearing officer is chosen to hear formal grievances. Independent contractors are not subject to the provisions of the Rules.
- **3.2 Scope**: Definite rules and regulations cannot be readily formulated for every possible problem and situation. These Rules serve as an employment contract, general basis and guide for the proper, efficient, and effective management and administration of City personnel matters. The Rules contained herein replace and supersede all previously issued personnel rules regulations and ordinances applicable to City employees.
- 3.3 Amendment of Rules & Regulations: There shall be no resolution or other action of the Board or other City official, which is inconsistent with these Rules, except by amendment of these Rules. The Board reserves the right to amend these Rules at its discretion. The City Manager may issue interpretative memoranda or Administrative Instructions, consistent with these Rules, which further detail the interpretation of these Rules.
- **3.4 Employee Knowledge & Information of Rules & Regulations**: Department Directors or Human Resources Manager shall provide a copy of these Rules to present employees and to all new employees with instructions to read and be familiar with all provisions of these Rules. Employees shall sign for a copy upon receipt.
- **3.5 Equal Employment Opportunity Rules & Regulations:** Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by the City.
- **3.6 Administration by City Manager:** The City Manager or designee shall administer and interpret the personnel system and the terms of these Rules and its amendments, and all future approved operating procedures. The City Manager shall recommend to the Board any necessary amendments or revisions to the Rules.
- **3.7 Duties of All Employees**: All employees shall adhere to the provisions of these Rules. Department Directors, Human Resources Manager and the City Manager further shall be responsible for seeing to the adherence and enforcement of these Rules.

3.8 Chain of Command & Conflict Resolution: In order to maintain open communication between the City and its employees and to ensure that employees' general working concerns and conflicts are addressed quickly and efficiently, the City will utilize the chain of command protocol. Employees have the right to present or make known their complaints through the chain of command, free from interference, restraint, discrimination, coercion, or reprisal. This provision does not apply to serious complaints such as harassment, dangerous working conditions, workplace violence and discrimination, which are otherwise addressed by the policy. It is required that an employee discusses his/her concerns first with his/her immediate supervisor. Departments should utilize dispute resolution techniques, wherever appropriate to resolve conflicts in the workplace and encourage positive working relationships between employees and management.

If the concern cannot be handled at this level, the employee may request a meeting with the next level supervisor, up to the department director of his/her department. If it becomes necessary to pursue the issue beyond the department director level, or if the concern cannot be handled or remedied within the department due to supervisory conflict, it may be addressed with the City Manager within ten (10) calendar days of the department's final decision. The City Manager's decision on the complaint shall be final and binding.

**3.9 Conflict with Collective Bargaining Agreements:** If any provision of this Resolution is in conflict with a written Employee Agreement duly adopted by the Board pursuant to the Public Employee Bargaining Act [NMSA 1978, §§10-7E-1 to 10-7E-26], the terms of the Collective Bargaining Agreement shall control.

#### 3.10 Code of Ethics:

- A. City of Truth or Consequences employees and volunteers shall treat their government or quasi-government position as a public trust, requiring adherence to and respect for the Constitution and laws of the United States of America, the Constitution and laws of the State of New Mexico, and the ordinances, resolutions, and policies of the City. Employees and volunteers shall use the powers and resources of public office to advance the public interest rather than as an opportunity to obtain personal benefits or pursue private interests incompatible or competing with the public interest. City Government cannot function efficiently without the confidence of the public. The public's Confidence in the effectiveness, equity, and honesty of City Employees is directly related to the ethical conduct of City Employees and Officials.
- B. The citizens of the City of Truth or Consequences have entrusted the Elected Officials and employees of the City with the responsibility of ensuring that tax dollars, which fund City services, are spent wisely and efficiently. As City employees, the public is our employer. Our work and conduct are always subject to public scrutiny and approval. Our contact with citizens and performance results will often be the basis upon which City government is judged.
- C. Elected Officials and Employees of the City shall maintain their conduct at the highest personal and professional standards in order to promote public confidence and trust in the City's public institutions; and, in a manner, that merits the respect and cooperation of fellow employees.
- D. The City's level of professionalism is demonstrated by each City Official and employee's actions or in some cases inactions; therefore, the City expects employees to conduct themselves professionally during every interaction and every task.

- E. The City has established reasonable professionalism expectations; expectations every employer would require of their staff. Elected officials and employees are expected to:
  - Build trust, confidence, and professional relationships with the public, coworkers, and others contacted in performance of duties; and
  - Promote the City and its employees.

Note: Talking behind an employee's back, toxic talk, misrepresenting the truth, and failing to provide reasonable customer service are examples of a lack of professionalism.

#### F. General Conduct standards are set forth or restated as follows:

- 1. The City of Truth or Consequences requires all employees to familiarize themselves with all rules and regulations (general policies and those pertaining to their duties and positions), and that employees abide by these rules and regulations. The City's rules of conduct and performance standards are applicable to all City employees, during normal working hours, at work related or City-sponsored or City-endorsed functions, and while traveling on work related business.
- 2. Each employee shall make an immediate report to his or her immediate supervisor of any violation of the law or the rules and regulations of the City of which he/she has knowledge. Such report may be required in writing at the discretion of the receiving supervisor and the Human Resources Manager.
- 3. Each employee shall make a written report within three (3) working days to the Department Director of any criminal charge filed against him/her or arrest for any violation of any law or ordinance except minor traffic violations. (DUI is not a minor traffic offense.)
- 4. Each employee shall perform his/her duties fairly and impartially, and otherwise conduct him/herself both on-duty and off-duty to command the respect of fellow employees and the public. Each employee's conduct shall be at all times consistent with the goals and mission of the City.
- 5. No employee shall refuse to truthfully answer questions specifically relating to the performance of his/her official duties or refuse to participate with investigations.
- 6. No employee shall report for duty while under the influence of any drug prescribed or not prescribed, including but not limited to a narcotic, barbiturate, hallucinogenic drug, central nervous system stimulant, alcohol, or an intoxicant. In the event any of the foregoing drugs is prescribed and administered to an employee, the employee shall report this to the supervisor and Human Resources Manager. The supervisor and the Human Resources Manager shall then make a determination whether the employee can perform their duties without detrimental effect. An employee may be asked to submit to a drug and/or alcohol test when the supervisor has reason to suspect that the employee is under the influence of illegal drugs or alcohol.
- 7. No employee shall be insubordinate, neglectful, or unwilling to follow orders or perform officially designated duties.
- 8. No employee shall falsify reports or records or knowingly submit inaccurate or untruthful information for or on any City record, report or document.
- 9. No employee shall sleep on duty.

- 10. Violence, fighting, profanity or insulting behavior, non-sexual harassment, horseplay, bullying, mobbing, and threatening or interfering with visitors or other employees at any time on City premises or at any other place, while on duty, will not be tolerated. The City strictly prohibits sexual harassment or other forms of discrimination.
- 11. Gambling of any kind on City premises or at any other place, while on duty will not be tolerated.
- 12. Employees shall not reveal confidential information to unauthorized persons.
- 13. Employees shall not be tardy, absent, or depart from work early without the permission of their supervisors and shall observe time limitations on break and meal periods. Each employee shall notify his/her immediate supervisor or designated representative prior to his/her scheduled work shift in the event he or she expects to be absent from duty due to illness or other reason.
- 14. No employee shall solicit funds or distribute petitions or literature for any political purpose other than official business on City property or at any other place while on duty.
- 15. Every employee will comply with safety rules/regulations and shall report promptly to the appropriate supervisor any injury or illness.
- 16. Employees shall not use City property, materials or facilities for non-City business. No employee shall occupy, use or operate any City property or facility without prior authorization.
- 17. Every employee has the responsibility to protect and safeguard City property and the person and property of others. No employee shall be in unauthorized possession of any City property or others regardless of value, or attempt to remove such property from City premises.

# G. The ethical City employee shall:

- 1. Properly administer the affairs of the City.
- 2. Promote decisions, which only benefit the public interest.
- 3. Actively promote public confidence in City government.
- 4. Keep safe all funds and other properties of the City.
- 5. Conduct and perform the duties of the office diligently and promptly dispose of the business of the City.
- 6. Maintain a positive image to pass constant public scrutiny.
- 7. Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
- 8. Inject the prestige of the office into everyday dealings with the public, employees and associates.
- 9. Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
- 10. Effectively and efficiently, work with governmental agencies, political subdivisions and other organizations in order to further the interest of the City.
- 11. Faithfully comply with all laws and regulations applicable to the City and impartially apply them to everyone.

# SECTION IV: RECRUITMENT AND SELECTION

- **4.1 Purpose:** It is the policy of the City to select and recruit the best qualified and the best-suited person for all positions in an open and competitive manner, and to ensure that no discrimination occurs in the process and ensure equal employment opportunities for all applicants and employees. The City will comply with all applicable federal and state laws and regulations.
- 4.2 Recruitment of Applicants: Department directors shall notify the City Manager and the Human Resources Manager of a vacant position. In an effort to present current employees a viable career path within the organization, internal employees are encouraged to apply for vacant or newly created positions, if they meet minimum qualifications. The Human Resources Manager shall simultaneously issue job announcements internally and externally through such media deemed appropriate to ensure open and competitive recruitment of individuals with sufficient time to ensure reasonable opportunity for persons to apply. The Human Resources Manager shall submit announcements and receive all applications through their Office. All publications for job announcements shall include reference to the City as "An Equal Opportunity Employer".
- **4.3 Temporarily Filling Vacant Positions**: Vacant positions may be filled without public announcement by temporary employees on a temporary basis to replace regular employees on leave and pending the selection of a regular employee for a position or otherwise for a period not to exceed six months. Temporary employees may not be made regular employees in their position without completion of an open application and selection process.
- **4.4 Best Qualified & Best-Suited Applicant Determination**: The best-qualified and best-suited applicant is determined by the department director, in conjunction with the Human Resources Manager, based on minimum qualifications of education, experience, abilities, skills and past work experience, as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) applicants, or if less than three applications are received, all applicants shall be interviewed. All internal applicants meeting minimum job requirements for a position shall receive an interview.
- **4.5 Selection**: The department director or designated representative shall review all applications for positions in their department, in conjunction with the Human Resources Manager, and make their recommendation to the City Manager. Final appointment shall be made by the City Manager based on the best qualified and the best-suited applicant for the position and the status of the City's budget. The Human Resources Manager is responsible for notifying the prospective employee and extending job offers.
- **4.6 Pre-Selection Prohibited**: To ensure the integrity and fairness of the selection process, posted and advertised positions shall not be promised to any person prior to recruitment and selection.
- **4.7 Ineligibility for Hire and Rehire**: Applicants shall be considered ineligible for hire or rehire by the City if the applicant has:
  - A. Knowingly made any false statement or omission on the employment application or City record;

- B. Not met the requirements of the position;
- C. Failed to complete pre-employment drug and alcohol screening or physical examinations or other requirements as directed by the City, except that an applicant not meeting drug and alcohol screening testing may reapply after a one-year period. An applicant who failed a physical exam due to a pre-existing correctable medical condition may reapply at any time after the condition is corrected;
- D. Not met the criteria for insurance or bonding as required by City or state law;
- E. Been dismissed from City service as a disciplinary measure in five (5) years prior to the date of application;
- F. Not been certified by a physician that the applicant can perform the physical requirements or the essential requirements of the position;
- G. Been convicted for driving while under the influence of alcohol or drugs within the past three years of the date of the application, if a valid New Mexico driver's license and class is required for the position; or
- H. Been convicted of a felony as described in NMSA 1978, §28-2-1, et seq. or convicted of a felony or infamous crime as defined in NMSA 1978, §10-1-3 and by its nature conflicts with the duties and responsibilities of the position;
- I. Not met the requirements of state or federal funding agreements;
- J. Resigned with pending employment charges pursuant to section 7 and 8 within five (5) years prior to the date of application;
- K. Resigned from City employment without giving two weeks' notice, unless unique circumstances exist;
- L. Previously engaged in destruction of City property, including deleting public (business related) records or emails; and
- M. The above list is not necessarily exhaustive and may not include all of the reasons that would make an applicant ineligible for hire or rehire.
- **4.8 Testing**: To determine employment eligibility, the City may require an applicant to submit to testing for certain bona fide occupational qualifications. This may include, without limitation pre-employment physical, drug, and alcohol screening examinations, and/or proficiency, skills or general aptitude testing. For law enforcement officers, psychological examinations and/or extensive medical examinations may be required as a condition of employment.
- 4.9 Background Investigation; Driver's License (DL) Check: The City and/or designed contractor(s) shall conduct background investigations on all applicants considered for employment and DL record checks on all perspective and current employees required to drive a vehicle for City business. All applicants shall sign a background investigation wavier and DL check release during the employment application phase or they will be excluded from consideration. DL checks shall be conducted at hiring, and quarterly thereafter, on employees required to drive, as a condition of employment. DL checks will not be conducted on perspective or current employees not having driving responsibilities as a condition of employment. However, if at any time an employee is required to drive a vehicle as a condition of employment, DL checks will be performed at that time and continue on a quarterly basis.
- **4.10 Commencement of Work**: No applicant for employment shall commence work or be considered employed by the City until an approval of the selection is made in writing by the City Manager and Human Resources Manager on a Personnel Action Form (PAF) and all preemployment testing and relevant background checks have been completed. Payroll shall not enter the applicant into the City's system prior to receipt of a completed and signed PAF.

# SECTION V: CHANGES IN EMPLOYMENT STATUS

- **5.1 Promotion:** The City encourages professional growth of its employees and rewards the initiative, creativity, effort, commitment, and diligence of its employees through the promotional process. City employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify.
- **5.2 Evaluation Period**: Regular employees either promoted or voluntarily transferred to a vacant or newly created position will be placed in an evaluation status period for ninety (90) days. This is a period of evaluation and training of the employee in the new position. If performance during the evaluation period is deemed unsatisfactory and documented, the employee may be returned to his/her previous position, if available, placed in another vacant position for which the employee is qualified, if available and in the best interest of the City, or dismissed at the discretion of the City Manager. Employees transferred back to previous positions receive the same pay received before their promotion or transfer.
- 5.3 Demotion: An employee may be demoted to a position for which the employee is qualified when: 1) the employee would otherwise be dismissed because the employee's position is being abolished due to lack of funds or lack of work and there are no vacancies at the same level for which the employee is qualified; 2) the employee's job is being reclassified; 3) the employee does not present satisfactory performance in the position presently held; 4) the employee voluntarily requests such a demotion, provided a position is available; or 5) employees being demoted for disciplinary reasons.
- **5.4 Transfers:** Employees transferred from one position to another, in most cases, should meet all requirements of the new position.
  - A. General Transfer. Employees may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the City. Voluntary transfers are not grievable. Fluctuating organizational needs may require temporary or permanent transfer of an employee from one geographic location to another within the City. If a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, accumulated annual leave and sick leave shall be retained. The City Manager must approve all transfers.
  - B. Voluntary Transfers between Departments. An employee who voluntarily transfers from one department to a vacant position in another department may be required to accept the new position at its entry-level salary depending on their experience and qualifications required for the new position. The transferred employee will be subject to an evaluation period of ninety (90) days, as specified in Section 5.2.
  - C. Medical Transfer. An employee who has been certified by a licensed physician as being physically unable to perform the duties of the employee's current position may be transferred as a reasonable accommodation to an available position in which the physician certifies the employee is able to work, and for which the employee is qualified to perform. If no such position is available, the employee is subject to the leave without pay provisions of these Rules.
- 5.5 Resignation: An employee voluntarily resigning shall submit in writing to the department director and the Human Resources Manager, a two-week minimum notice of

resignation. Unless unique circumstances exist, failure to provide timely written notice may be grounds for refusal of future employment with the City. Unauthorized absence from work for three (3) consecutive regularly scheduled working days shall be considered a voluntary resignation. Once a Department Director accepts an employee's resignation, the notice of resignation is deemed "accepted"; the employee may no longer rescind the resignation unless approved by the City Manager.

- **5.6** Layoff Procedure: Upon directive of the Board, the City Manager shall make the determination for layoffs after consulting with appropriate department directors and the Human Resource Manager. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:
  - A. Position in order of priority:
    - 1. Temporary employees,
    - 2. Probationary employees,
    - 3. Casual employees,
    - 4. Part-time employees.
  - B. Performance of the employee compared to other employees being laid off in the same or similar positions;
  - C. Value of the employee's position to the critical operation of the City or department, such as safety-sensitive or enterprise positions;
  - D. Length of continuous service with the City; and
  - E. Funding source.
- **5.7 Layoff Return Privileges:** Any full-time or part-time regular employee laid off and returns within six (6) months of layoff shall not have to serve a probationary period if the employee returns to their previous position and the probationary period had been served. A laid off-returning employee will be credited for all unused sick leave remaining and not compensated for at the time of layoff, if the employee returns within the six (6) month period. Layoff privileges end:
  - A. Six (6) months after the effective layoff date;
  - B. After an employee refused employment in a position for which the employee is qualified and/or for which the pay rate is the same or higher than the position previously held; or
  - C. When a laid off employee accepts another position with the City. A laid off employee accepting another position with the City shall serve the required evaluation period.
- **5.8 Medical Disability Dismissal:** Employees shall be involuntarily terminated upon completion of the twelve (12) week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position with <u>reasonable accommodation(s) that do not impose undue hardship upon the City</u>, as certified by a qualified, licensed physician. The provisions of this subsection are subject to the provisions regarding Workers' Compensation laws and "On the Job Injury Leave" found in Sections 10.14 and 10.15 of these Rules.
- **5.9 Reinstatement**: Individuals that are reinstated, as regular employees to the same or like position are not entitled to any previous benefits such as sick leave, which had been accrued during previous employment with the City, except as, provided in Section 5.7.

# SECTION VI: CONDITIONS OF EMPLOYMENT

- **6.1 Probationary Period for New Hires:** An employee hired to fill a position shall serve a probationary period of one (1) year, beginning on the first day of work, during which time the employee is terminable-at-will.
  - A. Law enforcement officers in the police Department shall serve a one (1) year probationary period, beginning on the first day of work, during which time the employees are terminable-at-will. If a law enforcement officer is not certified prior to hiring, the law enforcement officer must obtain law enforcement certification within one year of employment. Uncertified law enforcement officers shall be terminated on the one-year anniversary of hire if they are not accepted or enrolled in a basic police officer training program certified by the Law Enforcement Academy Board.
  - B. The probationary period is an integral part of the evaluation process and is for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. Employees will be evaluated at least every 3 months during the probationary period. The employee must achieve a satisfactory performance or better by the end of the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status.
  - C. If an employee satisfactorily completes the probationary period, the employee will become a regular employee. If the employee does not satisfactorily complete the probationary period, the employee may be dismissed, or upon the recommendation of the department director and with final approval of the City Manager, the probationary period may be extended for ninety (90) days.
  - D. In the event a probationary employee is on extended leave for any reason, the probationary period will be extended in an amount equal to that leave period.
  - E. Probationary employee provisions. A probationary employee:
    - 1. Can be dismissed, without cause, at any point during the probationary period;
    - 2. Is not eligible for personal holiday leave;
    - 3. Cannot grieve disciplinary actions:
    - 4. Is allowed to accrue and use sick and annual leave as soon as it is accrued with approval of supervisor;
    - 5. Employees terminated during their probationary period are only entitled to payment of unused annual leave; and
    - 6. Is eligible for health insurance and other optional benefits, as provided in Section 9.7.
- **6.2 Temporary Employee Hired to a Regular Position**: An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee formally transitions to regular status.
- **6.3 Former City Employees Hired to a Position**: A former City employee re-hired in the same or like position, or re-hired at any time to fill a new position, shall serve the required probationary period.
- **6.4 Permitted Political Activities**: All employees:
  - A. May engage in political activity on their own time:

- B. Are encouraged to register to vote and to exercise their right to vote;
- C. Have a right to express their opinion on all political subjects and candidates on their own time;
- D. May serve as convention delegates;
- E. May sign nominating petitions and make voluntary contributions to political organizations and candidates on their own time; and
- F. May serve as an election or poll official.

# **6.5 Prohibited Political Activities**: All employees are prohibited from:

- A. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;
- B. Directly or indirectly coercing, attempting to coerce, commanding or advising an official or employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose;
- C. Threatening to deny promotions to or retaliating against an employee who does not vote for or support certain candidate(s), requiring employees to contribute to a political fund or candidate, influencing employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature;
- D. Engaging in political activity while on duty; and
- E. Using any City-owned equipment, supplies, vehicles, space, property, or work time for political purposes.

#### 6.6 Public/Political Office:

- A. Employees covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may not be candidates for partisan political office elections. (A local school board member or a member of any post-secondary educational institution's governing body shall not be construed as holding political office)
- B. Employees may not hold a City political office and be a regular full-time or at-will employee of the City.
- **6.7 Nepotism**: To eliminate the appearance of nepotism, relatives within the third degree shall not work in the same department when there is a supervisory relationship between them.
  - A. Relative, as used in this ordinance, includes father/mother and spouse, son/daughter and spouse, grandparents, grandchildren and spouse, uncle/aunt and spouse, nephew/niece and spouse, brother/sister and spouse, great grandparents, and great grandchild; including unrelated persons sharing a spousal/domestic partner relationship, adopted step-relatives.
  - B. When there is a change in assignment or relationship among City employees, which leads to supervision of or by a relative, the relative supervisor must immediately inform the department director of the relationship in writing. The department director, subject to the approval of the City Manager, shall take appropriate action to eliminate the conflict. Options include eliminating supervisory responsibility for a specific employee, voluntarily/involuntary transfer of the employee or supervisor to

another position, demotion of the supervisor, or termination of the employee or supervisor, whichever if most feasible for the employee, supervisor and City.

- **6.8 Conflict Ban**: No employee shall engage in any business, transaction, accept private employment or other public employment which is incompatible with the proper discharge of the employee's responsibilities or which gives the appearance of impropriety, or is prohibited by federal, state or City law or City policy.
- **6.9 Outside Employment**: Employees may not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to outside employment which:
  - A. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
  - B. Is conducted during the employee's work hours;
  - C. Utilizes City facilities, equipment, resources or time;
  - D. Constitutes employment, contractual commitment or self-employment which conflicts with Section 15.14, below; or
  - E. May be reasonably perceived as a conflict of interest, gives the appearance of impropriety or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or selfemployment, may do so provided he/she provides prior notification on the prescribed form and obtains prior approval from his/her department director and the City Manager. Any outside employment that could potentially interfere with emergency call-out situations must be reported to the employee's department director. If, after accepting outside employment, situations arise which could interfere with the employee's job, the employee must immediately report these situations to his/her department director.

# 6.10 Workplace & Sexual Harassment: The City will not tolerate harassment or sexual harassment.

- A. The City is committed to taking reasonable steps to provide a professional working environment free from all forms of harassment, whether based on sex, sexual orientation, gender identity, race, color, religion, national origin, age, disability or any other protected classification. Although this policy focuses on sexual harassment, it applies equally to all forms of harassment based on a protected classification. The procedures described in this policy shall be followed for all such harassment. This policy also applies when an employee is subject to harassment in the workplace by a non-City employee.
- B. Employees have a right to be free from workplace harassment. Employees are forbidden from engaging in harassing conduct on- or off- duty that creates a hostile work environment. Any act of harassment based upon a protected classification is a severe violation of City policy and will be addressed in a firm manner.
- C. Harassment Definition: verbal, non-verbal or physical conduct by any employee that, bullies, torments, persecutes, disrupts, or interferes with another employee's work performance or member of the public or that creates an intimidating, offensive or hostile environment.

- D. Sexual Harassment Definition: is any unwelcome sexually oriented behavior, demand, comment or physical contact initiated by any individual at the work place when:
  - 1. Submission to such conduct is made either explicitly or implicitly, a term or condition of an individual's employment;
  - 2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions/opportunities affecting such individual; or
  - 3. Such conduct has the <u>purpose or effect</u> of substantially interfering with an individual's work performance, or creates an intimidating, hostile or offensive working environment.
- E. Harassment can occur in a variety of forms. Examples include, but are not limited to: Teasing an employee(s) about their race, religion, sexual orientation etc. Telling a joke at the expense of or with the intent of embarrassing a protected class.

Sexual harassment also occurs in a variety of forms. Harassing conduct based on gender often is sexual in nature. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Sexual harassment is unacceptable in the workplace or in other work-related settings such as business trips and business-related events. The following are some common examples of behaviors or situations that constitute sexual harassment:

- 1. Oral or written sexual statements, comments, jokes, questions or innuendoes;
- 2. Display of sexually oriented visual items such as calendars, cartoons, photos or posters;
- 3. Assault, molestation or unwelcome physical contact such as kissing, touching, patting, pinching, brushing against or hugging;
- 4. Requests, demands or subtle pressure for sexual activity;
- 5. Threats or retaliation against an employee who refuses unwelcome sexual attention or sexual behavior;
- 6. Overt promises or practices that imply preferential treatment for any employee in exchange for dates, sexual attention or sexual behavior;
- 7. Sexual insults and suggestions including, but not limited to, lewd remarks, obscene gestures and sexually suggestive materials;
- 8. Any conduct that ridicules, or is malicious or abusive to, an individual because of the individual's gender;
- 9. Pressuring an employee to go out on a date;
- 10. Consensual "romantic" or sexual relationships between a supervisor/director and an employee in the same department; or
- 11. Asking questions of a sexual nature.
- F. Responsibility to Report Harassment. Any employee, who believes they are a victim of harassment because of their protected classification, should first confront the person or persons responsible for the offensive behavior and indicate that it is unwelcome and should be stopped. The employee also has an obligation to promptly report the matter to the Human Resources Manager, City Attorney or City Manager. These individuals are authorized by this policy to receive and act upon complaints of harassment or discrimination on behalf of the City. All employees who observe, or become aware of harassment, also have an obligation to bring the matter to the attention of the Human

- Resources Manager, City Attorney or City Manager, even if they are not the victim of harassment.
- G. Investigation of Complaints. It is the City's intent to provide a fair process for investigating and resolving complaints of harassment. The City will investigate all reports of alleged harassment. Information associated with the investigation will be kept confidential, to the extent possible, and consistent with the City's obligation to investigate promptly and thoroughly. All employees are required to cooperate with any investigation by the City in response to an allegation of harassment. Refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.
- H. Appeal. Any affected employee dissatisfied with the conclusion or results of an investigation, or with any corrective measures taken, may appeal the decision to the City Manager. Any such appeal should be in writing and must include the nature of the employee's dissatisfaction with the conclusions or results of the investigation. Any qualifying disciplinary appeal must follow the grievance process.
- I. Protection against Retaliation. The City will not retaliate against any employee who reports sexual harassment in good faith and such retaliation in and of itself is grounds for disciplinary action, up to and including termination without prior progressive discipline. Retaliation is a serious violation of this policy and should be immediately reported.
- J. Discipline. Anyone violating section 6.10 will be subject to corrective or disciplinary action up to, and including dismissal.
- K. Unlawful harassment, including sexual harassment, of employees, or members of the public, may be cause for dismissal. If the City determines that harassment has occurred or that counseling, training, disciplinary measures or termination are appropriate, it will respond appropriately to correct the problem following City disciplinary procedures. Serious cases of harassment constitute cause for termination without prior progressive discipline. Employees who knowingly make false allegations of sexual harassment may be subject to disciplinary action.
- L. Mandatory Training. Periodic mandatory training for all employees will be provided by the City to increase knowledge of the workplace harassment policy, state and federal laws and the process for enforcing the policy.
- M. Vendors and Customers: Employees should report harassment, including sexual harassment from vendors, customers, other City employees and the general public utilizing this Policy.

## 6.11 Performance Evaluations and Performance Goals:

# A. Performance Evaluations (Probationary Employees only)

- 1. Probationary employees shall be evaluated at least every three (3) months or when a department director or immediate supervisor wishes to make the performance of an employee a matter of record.
- 2. Contents of Evaluation: A performance evaluation shall contain an overall appraisal of the employee's performance while on probation. Approved forms are available in Human Resources. All evaluations shall be signed by the employee and supervisor, and forwarded to the City Manager.
- 3. Unsatisfactory Evaluation: The probationary period is a time to grow and develop new employees and ensure a proper fit for the organization; however, if an employee receives an overall evaluation rating of unsatisfactory performance, the employee shall be warned that the failure to meet reasonable performance standards

within a set period shall result in dismissal. In some circumstances of unsatisfactory performance or unacceptable behavior, a probationary employee may not be given a warning and will be terminated as terminable-at-will.

## C. Performance Goals (Non-Probationary Employees)

1. Supervisors will develop SMART goals (Specific, Measurable, Achievable, Relevant, and Time-based) annually for each employee, other than probationary employees who shall follow the traditional performance evaluation process. SMART goal setting is important for employee motivation, keeps employees looking forward to new accomplishments, intended to grow employee knowledge and skill sets, designed to meet organizational strategic outcomes, and enhances organizational effectiveness.

Supervisors are expected to supervise and manage staff on a daily basis, and thus, provide either positive reinforcement or constructive corrective feedback as appropriate; performance evaluations and goal setting should not be mistaken for daily supervisory responsibilities.

## 2. Goal types include:

- a. Essence of job (EOJ): EOJ goals clearly describe tasks required for the job. Goals can include productivity, efficiency, detail, accuracy, safety, ability to problem-solve or work as a team player, professionalism, customer service, etc. EOJ goals can relate to the speed of work or number of units completed, and product accuracy and quality, etc.
- b. Specific project(s): Projects are activities that an employee will pursue with a beginning and ending, and are generally beyond the employee's routine duties. Project goals can relate to improving systems, developing new policy or procedures, developing programs, completing purposed research, etc.
- c. Professional development: These goals specify what an employee will learn in the coming year. These goals grow an employee by developing new skills or knowledge. Goals shall be linked to a realistic organizational need.
- d. Performance improvement: These goals are used when an employee's behavior is unsatisfactory or their performance is below reasonable expectations. Performance improvement goals should have a limited but reasonable end timeline. They shall document reasonable behavior or performance expectations in a clear and measurable way.
- 3. Goal Setting: Supervisors, in collaboration with the employee, shall develop SMART goals for each employee annually. Align goals with the department's overall strategies, priorities and most important needs.
- 4. Goal Tracking: Supervisors shall review goal progress with each employee at least quarterly. A supervisor may amend a goal, either increasing or decreasing responsibilities, if circumstances change during the period.
- 5. Employee Rebuttal: The employee may submit a written rebuttal statement to the performance goal evaluation and it will become a part of the performance goal report. The rebuttal must be submitted within ten (10) days of the evaluation or it will be denied.

6. Unsatisfactory Goal Evaluation: In the event an employee fails to meet established goal(s), when in the judgment of the supervisor, should have, the employee shall be warned that failure to meet reasonable expectations could result in disciplinary action and/or may be placed on a performance improvement plan.

## **6.12** Fitness for Duty:

The City endeavors to provide a safe and productive work environment for the benefit of its employees and the public they serve. Employees are expected to manage their health in such a way that they can safely and effectively perform their essential job functions and to discuss with their supervisor any circumstance that my impact their ability to do so. The City may require professional evaluation of an employee's physical or mental capabilities to determine his or her ability to perform essential job functions. Such evaluations are conducted by an independent third party, licensed health/mental health care professional and are undertaken only after careful review by Human Resources. To the extent possible, the City will protect the confidentiality of the evaluation and results.

This evaluation process is for only those situations where reliable observation indicates that the employee may not be physically or mentally able to perform the essential functions of his or her position due to a physical or mental condition. It is not intended to be a substitute for sick or medical leave requests, workers' compensation claims, allegations of violence in the workplace, situations where there is an immediate threat of harm, or a performance management disciplinary process.

- A. Procedures: If, by observation of an employee's behavior or by receipt of reliable information, the City has reason to believe that an employee may lack the ability to perform the essential functions of his or her position due to a physical or mental condition, the following steps will be taken:
  - 1. The department head will provide Human Resources with detailed information regarding the reason for and circumstances leading up to the fitness-for-duty referral, including information on essential job functions, evidence of the employee's inability to perform those functions effectively, and any attempts at resolving the matter.
  - 2. The Human Resourced Manager will review the information provided in the referral, along with a current job description of the essential functions of the employee's position. If it is determined that a fitness-for-duty evaluation is necessary, upon confirmation from the City Manager, the Human Resources Manager, will notify the employee in writing.
  - 3. Human Recourses will determine the independent, third party, licensed health/mental health professional that will perform the evaluation, send a written request for an evaluation to him or her, and will schedule the evaluation at the earliest opportunity.
  - 4. Failure on the employee's part to comply with a scheduled fitness-for-duty evaluation constitutes insubordination and will be cause for disciplinary action, including termination.
  - 5. The City will pay all costs of the services performed by the health/mental health professional as part of the evaluation.
  - 6. If the City Manager deems it necessary, the employee may be placed on temporary, paid administration leave until the evaluation is completed.

- 7. The employee will be requested to sign a voluntary written authorization allowing the health/mental health professional to provide certain information obtained through the evaluation to the City. If no authorization is executed, the City may nevertheless obtain a description of the functional limitations of the employee that may limit the employee's ability to perform the essential function of his or her job, but no statement of medical cause may be disclosed.
- 8. Insofar as feasible, the results of the evaluation will be treated as confidential, kept in a separate file within Human Recourses, and the minimum necessary information will be shared only with those who need to know the results for legitimate City business purposes.
- 9. If it is determined that the employee is not able to perform the essential functions of his or her position, Human Resources will attempt to determine if there is a reasonable accommodation that will allow the employee to continue working. If an appropriate accommodation cannot be made, other options will be identified and communicated to the employee as available.
- 10. If it appears that any functional limitations on the employee's ability to perform the essential functions of his or her position are the result of a work-related injury, the matter will be referred to Workers Compensation for the procession of a workers' compensation claim.
- 11. All actions taken to carry out this policy will comply with state and federal laws, as well as City policies and procedures and applicable contractual provisions.
- B. Evaluation and Results: The fitness-for-duty evaluation will not be conducted for the purpose of diagnosis or treatment, but rather for the purposes of determining an employee's ability to perform the essential functions of the job. Human Resources will provide the evaluator with a description of the essential function of the employee's position prior to the evaluation. The evaluator will be asked by Human Resources to release only that information as permitted under this policy or otherwise permitted by law. The evaluator will be asked to complete a written report containing only the following information.
  - 1. A conclusion regarding the determination of fitness for duty;
  - 2. A description of the nature and extent of any functional limitation on the employee's ability to perform his or her job;
  - 3. A description of the expected duration of each such functional limitation; and
  - 4. An opinion as to whether or not the functional limitation may be the result of a work-related injury as related by the employee; further medical examination or investigation may be necessary to determine if the functional limitation arises out of, or has been caused by, the employee's occupation.
- C. Insofar as feasible, the results of the evaluation will be treated as confidential, and will be shared only with those who need to know the results for legitimate City business purposes. However, where the employee has placed at issue his or her medical history, mental or physical condition, or treatment, the relevant information may be used and disclosed by the City in connection with such proceedings.
- D. The City Manager will make a decision regarding the employee's status, including but not limited to the employee's return to duty or removal of the employee from any duties pending treatment and re-evaluation, depending on the results of the evaluation and the

recommendation of the evaluator. In certain circumstances, the employee may be subject to medical disability termination pursuant to Section 5.8 of this Ordinance.

#### 6.13 Anti-Fraternization:

- A. The City encourages employees to develop friendships and share a spirit of teamwork and camaraderie both in the workplace and outside of work. In instituting this dating or fraternization policy, it is not the City's goal to interfere with the development of coworker friendships and relationships.
- B. City employees may date; develop friendships and relationships both inside and outside of the workplace as long as the relationships do not negatively affect work. Any relationship that interferes with the City's culture of teamwork, the harmonious work environment or the productivity of employees will be addressed by applying the progressive discipline policy as outlined in this Ordinance. Adverse workplace behavior or behavior that affects the workplace that arises because of personal relationships will not be tolerated.
- C. The exception to this policy relates to Managers, directors and supervisors. Anyone employed in a managerial or supervisory role shall not have an intimate relationship with employees who report to them. From an employee perspective, these relationships may be perceived as favoritism, misuse of authority, or potentially, sexual harassment. Even if no improper conduct occurs, the relationship would likely cause gossip, hard feelings, dissatisfaction, and distraction among other employees in the workplace. The relationship may appear to other employees as an inappropriate use of position power. The fraternization prohibited by this policy includes dating, romantic involvement, and sexual relations.
- D. Notify your supervisor and the Human Resources Manager if a coworker relationship is a concern and might be from the City's standpoint of job performance and workplace disruption. Appropriate actions will be determined and taken as per the City's personnel policy. In the discretion of the City Manager, the parties to a relationship that become a concern can be required NOT to work together; and, must keep the City informed on the relationship. Any disruption in the workplace is subject to discipline or adjustment in shift status if available.
- E. Sexual misconduct refers to a wide range of inappropriate behaviors associated with the exercise of "power" or "authority" over certain people in the work environment. Therefore, some work relationships are prohibited by State statute. Law enforcement, probation personnel, and counselors are legally prohibited from engaging in relationships with offenders, inmates or clients, as these employees have a position of authority over these individuals. In these relationships, either the Legislature or courts have determined that these individuals are not capable of "consenting" to sex with staff, just as individuals with diminished mental capacity and juveniles are deemed unable to consent.

# SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE

**7.1 Discipline:** Disciplinary actions are based on just cause, in order to promote the efficiency of the services rendered by the City and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, sexual

orientation, gender identity, physical or mental handicap, or medical condition. No employee will be disciplined for refusing to perform an unlawful act.

- 7.2 Definition of Just Cause: Just cause is defined as any conduct, action or inaction arising from or directly connected with the employee's work or behavior, which is inconsistent with the employee's obligation to the City and reflects the employee's disregard of the City's interest. Just cause includes, but is not limited to, inefficiency, incompetence, misconduct, negligence, insubordination, or performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor involving moral turpitude and the misdemeanor conviction directly relates to the employee's particular job, trade, or profession.
- **7.3 Disciplinary Action**: The City Manager, department directors and supervisors have the authority to discipline an employee under their supervision. However, only the City Manager has the final authority to demote, suspend or terminate an employee for disciplinary reasons. Copies of any written disciplinary action must be furnished to Human Resources for placement in the employee's file, with evidence of the employee's receipt of the action.
- **7.4 Consultation with City Attorney**: Dismissal, demotion, and suspension require consultation with the City Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/circumstances reviewed with the City Attorney as soon as practical.
- **7.5 Progressive Discipline**: An employee shall be progressively disciplined whenever warranted. All actions involving substandard work performance, leading up to and including dismissal, require documented progressive discipline. The step of corrective action used depends on the severity of the infraction, the employee's previous work record, years of employment, and the employees' status within the organization, e.g., supervisors are expected to conduct themselves at a higher standard. Because of the serious nature of some infractions, the first disciplinary action may be suspension or dismissal.
- **7.6 Verbal Reprimand**: A verbal reprimand is used for minor infractions to inform the employee that his/her actions, behavior or conduct needs to change. Supervisors will keep written notations of verbal reprimands, and will place the written notation of the verbal reprimand in the employee's personnel file. The placement of a verbal reprimand in an employee's file is not grievable. Causes for verbal reprimands include, but are not limited to:
  - A. Substandard or unsatisfactory work performance;
  - B. Unprofessional behavior;
  - C. Malicious gossip and toxic talk;
  - D. Repeated absence or tardiness:
  - E. Misconduct on the job;
  - F. Failure to follow safety rules or procedures, including preventable accidents;
  - G. Failure to meet and/or maintain job requirements as set forth in the job description:
  - H. Violation of any personnel Rules, other City rules, policies, regulations or supplemental rules:
  - I. Violation of a professional code of ethics accepted by those in the same profession as an employee and as stated in this policy;

- J. Non-cooperation by an employee with fellow employees or other personal conduct which interferes with the performance of his/her or another employee's work;
- K. Failure to adhere to an established work schedule:
- L. Excessive personal phone usage; and
- M. Failure to obtain authorization for overtime or compensation time.

7.7 Written Reprimand: An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used, or if a verbal reprimand was not effective. Causes for written reprimands include, but are not limited to:

- A. All causes listed for verbal reprimands;
- B. Excessive absence or tardiness:
- C. Sleeping on the job;
- D. Unprofessional behavior;
- E. Negligence in the performance of duty including negligence in the operation of City vehicles or equipment, including preventable accidents;
- F. Negligence or failure to adhere to established safety rules or regulations as well as willful unsafe conduct;
- G. Insubordination and failure to comply with the lawful orders of a supervisor including the refusal to accept after hours assignments;
- H. Refusal to perform tasks or duties assigned or detailed in an employee's job description;
- I. Unauthorized absence from work;
- J. Failure to report duty injuries, accidents or vehicle collisions;
- K. Failure to follow the chain of command within a department;
- L. Unauthorized use or abuse of City property (e.g. phones, cell phones, computers, vehicles, equipment, etc.).
- M. Being untruthful when asked about any work related activities by a supervisor;
- N. Abuse of sick leave, including use of sick leave on a day for which vacation or other leave has been denied:
- O. Failure to follow a departmental SOP; and
- P. Violation of the Code of Ethics (Section 3.10).

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, said refusal, that information shall be noted on the document by the employee's department director. The department director's signature or employee's signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the department director may read the letter of reprimand to the employee. The employee may respond with a written rebuttal within ten (10) days after the document was entered into the personnel file, which shall also be placed in the employee's personnel file. The placement of a written reprimand in an employee's file is not grievable.

**7.8 Suspension**: An employee may be suspended without pay for a single serious offense, for misconduct, or for continued inadequate job performance after previous attempt(s) to correct the performance have failed. Such suspension will not exceed two-hundred forty (240) hours. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:

- A. All causes listed for verbal and written reprimands;
- B. Continuous documented instances of poor performance;
- C. Negligent damage to property and/or person(s), including preventable accidents;
- D. Physical or mental unfitness for duty;
- E. Consumption or possession of alcohol or controlled substances on-duty or on City property or in City vehicles;
- F. Fighting while on-duty or on City property;
- G. Harassment;
- H. Sexual harassment;
- I. Violation of the Code of Ethics (Section 3.10).
- J. Failure to report confiscation or loss of driver's license when required as condition of employment;
- K. Operation of a City vehicle or a private vehicle while on City business without a valid driver's license; and
- L. Unlawful carrying or possession of a firearm unless authorized by state law or City policy.
- M. Being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs. See Section 11.
- N. Knowingly making any false statement or omission to a supervisor regarding work-related activities.

7.9 Demotion: An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the performance deficiency have failed, if a lower job position exists, the employee is capable of performing such a job, and it is in the best interest of the City to demote the employee. The demotion of an eligible employee is subject to formal grievance procedures. A demotion may require a decrease in salary, with approval of the City Manager. Employees engaged in misconduct or ethical infractions will not be considered for demotion.

**7.10 Dismissal:** Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature that is unacceptable for City employees. The dismissal of an employee is subject to the formal grievance procedures. Causes for dismissal include, but are not limited to:

- A. All causes listed for the previous disciplinary actions or if an employee's performance failed to improve after attempts or correction have failed;
- B. Acceptance of a bribe, gratuity, gift, or kick-back;
- C. Abuse of official position or authority for personal profit or advantage;
- D. Theft, abuse or intentional destruction of City property, including electronic media or data;
- E. Unauthorized disclosure of confidential information from City records or documents, or discussions as set forth by applicable state law; falsification, destruction or unauthorized use of City records, reports, or other City data, including electronic media or data;
- F. Being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular job, trade, or profession;
- G. Being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular job, trade, or profession, if the City

- determines after investigation that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.
- H. Falsification of City records, including employment application, health history forms or any other document used in the employment process;
- I. Serious acts of negligence causing damage to City property, public or private property or injury to an employee or member of the public;
- J. Intentional acts causing damage to City property, public or private property or injuring an employee or member of the public;
- K. Conduct unbecoming an employee of the City;
- L. Engaging in conduct prohibited under the City's Drug-Free Workplace Policy as provided in Section 11.4, below;
- M. Insubordination or refusal to carry out reasonable directives;
- N. Failure to meet standards of substance abuse rehabilitation programs;
- O. Loss of license or certification necessary to legally perform the duties of the employee's position.
- P. Determination of Hatch Act violation by Office of Special Counsel;
- Q. Behavior that demonstrates deliberate violations of policy, wrongful intent, evil design, or so as to reveal intentional and substantial disregard of the City 's interests, or of employee's duties and obligations to the City;
- R. Willful falsification of, or misrepresentation on, any work records; falsifying data or information requested by the City; forgery or inappropriate alteration of City records or other City documents (including written or audio or audio-visual media); and
- S. Action or inaction that subjects the City to civil liability.
- **7.11 Examples Not Inclusive:** The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations that may arise. The City reserves the right to exercise judgment and render disciplinary action or dismissal as deemed appropriate based on the circumstances of each case.
- 7.12 Pre-Determination (Loudermill) Hearing: Regular employees shall receive a predetermination hearing prior to possible disciplinary action for cause or other action that may result in suspension without pay, demotion, and loss of pay, involuntary transfer, or dismissal. Prior to delivery of the written notice to the employee, the City Human Resources Manager shall review the cause for such action and may require the proposed level of discipline be increased or decreased based on policy and past action. The City Manager or his/her designee shall hold the hearing for employees of each respective department.
- 7.13 Written Notice: The employee's supervisor or department director shall present the employee with written notification of their intent to conduct a pre-determination hearing at least five (5) working days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the proposed discipline, the employee's right to attend the pre-determination hearing, a list of all evidence and/or witnesses to be introduced by the Department supporting the Department's position, the time, place and date of the pre-determination hearing and the employee's right to respond to the proposed action. The time, place and date of the pre-determination hearing can be revised upon the written agreement of the parties.
- **7.14 Immediate Suspension with Pay:** In cases where City property, other employees or citizens, or their property are at risk because of the employee's actions, or when in the best interest of the City, the City Manager or in his/her absence, an appointed designee shall put the

employee on administrative leave with pay until the pre-determination hearing is held and a decision is rendered. Any employee, who is placed on administrative leave pending disciplinary action, will be required to be away from their place of employment and will not be allowed to perform any job related duties or retain any City property during that time, but is subject to recall by the City during normal business hours. Administrative leave pending disciplinary action shall not exceed thirty (30) calendar days, unless the City Manager approves an extension of time. The department director, subject to the approval of the City Manager whenever circumstances warrant such leave, may also grant administrative leave with pay.

7.15 Pre-Determination Hearing Procedure: The City Manager or his/her designee shall meet with the appropriate department director and the employee if he or she chooses to participate, at the appointed time. The City Attorney may be present to assist the Hearing Officer/City Manager but shall not advocate on behalf a City Department. Legal counsel for the employee and the department, if any, may also be present. At this hearing, the employee will have an opportunity to respond to the reasons for the proposed action. Witnesses are permitted as determined relevant to the case by the City Manager or his/her designee. If an employee does not attend the pre-determination hearing and no good cause is shown for his/her absence, the hearing shall proceed as scheduled and a determination may be made.

**7.16 Pre-Determination Hearing Decision**: The City Manager or his/her designee will issue a decision in writing within ten (10) working days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall either be delivered to the employee by a supervisor or department director with the employee's, signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

7.17 Notice of Grievance: Within five (5) working days of receipt of the written decision, the employee must notify the Human Resources Manager or his/her designee in writing of his/her intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

# SECTION VIII: GRIEVANCE PROCEDURES

The formal grievance procedure is applicable for promotion, suspension, demotion, involuntary transfer or dismissal. A grievance shall not stay the implementation of the pre-determination hearing decision.

# 8.1 Conditions or Actions Not Grievable: The following matters are not grievable:

- A. Disputes as to whether or not an established City practice or Rules are valid;
- B. Matters in which a method of review is mandated by law;
- C. Matters where the City is without authority to act or does not have the ability to provide a remedy;
- D. Dismissal of temporary, casual or contract employees dismissed at any point during their employment with the City;
- E. Preferences for employment, promotions, voluntary transfers, temporary assignments, and removal from temporary assignments, and layoffs;
- F. Dismissal of a probationary employee prior to the expiration of the probationary period;
- G. Letters of complaint when the employee's department director determines the letters are justified and appropriate to be placed in the employee's personnel file, so long as the

- procedure for written reprimands are followed including the employee's right to submit a rebuttal;
- H. Verbal and written reprimands in the employee's file, although within ten (10) days the employee is allowed a rebuttal of the information contained in the reprimand which will be attached to the reprimand;
- I. Denial of permission for outside employment;
- J. Performance evaluations/goals;
- K. Suspension from employment for three days or less.
- L. Denial of educational rewards or tuition reimbursement funding.
- **8.2 Employees Not Eligible for Grievance Procedure:** Unclassified, temporary, casual, probationary, or contract employees are not eligible to request a grievance hearing. Additionally the City Manager is not entitled to the grievance procedure.
- **8.3 Grievance Procedure**: A regular employee may request, in writing, a hearing before a Personnel Hearing Officer within five (5) working days of receiving the City Manager's decision resulting from the pre-disciplinary process or from other action as may be grievable under this Policy. The request will state with specificity the reason for the grievance and the remedy requested.
- **8.4 Appointment of Personnel Hearing Officer**: After receiving the grievant's notification of intent to pursue a disciplinary hearing, the City Manager will provide the grievant with the name of the Hearing Officer.
- **8.5 Hearing Officer Qualifications**: Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the field of management, education or law. The Hearing Officer shall be disinterested in the subject matter of the hearing. The City Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in the City.
- **8.6 Grievance Hearing Schedule**: The City Manager or Hearing Officer will schedule a hearing to be held as soon as practicable after receiving the notification that the employee wants to pursue a grievance hearing. At a hearing, the grievant and City shall have an opportunity to present witnesses and physical evidence and cross-examine the witnesses before a neutral hearing officer. The City shall be represented by its attorney and the grievant may have an attorney or representative of their choice.

## 8.7 Grievance Hearing Procedures - Rules of Procedure:

- A. The hearing will not be open to the public, unless the grievant requests a public hearing.
- B. The formal Rules of Evidence shall not apply to the hearing.
- C. The hearing officer shall:
  - 1. Make rulings on procedural and substantial issues of the hearing;
  - 2. Determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the hearing officer; and
  - 3. Issue a written ruling, including findings of fact, which form the basis of the hearing officer's conclusions of law.

- D. The grievant, the grievant's legal representative, if any, and the City Attorney are required to be present at the hearing unless otherwise excused by the hearing officer or by agreement of the parties.
- E. The hearing officer shall determine reasonable timelines that the parties or their representatives shall prepare and provide copies of all exhibits and evidence, confidential statements identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence for the hearing officer as well as the opposing party. The hearing officer shall exclude from consideration exhibits and evidence, statements, witness lists, and other documents if not supplied in the manner detailed above.
- F. Each party will be responsible for ensuring that their witnesses are present for the hearing.
- G. Witnesses in grievance hearings are not permitted in the hearing room until called upon to testify, unless the witness is a party (i.e., the grievant, the grievant's department director and/or supervisor, the City Manager, Human Resources Manager, or City Attorney).
- H. An audio, audio-video record or transcript of all grievance hearings will be made.

**8.8 Conduct of Hearing**: The Grievant shall present an opening statement of issues involved in the case, followed by the City. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without the permission of the hearing officer.

#### 8.9 Order of Presentation:

- A. The City will present first. Witnesses for the City may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the Grievant will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- B. Witnesses for the Grievant may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the City will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- C. Following the presentation of the City's and the Grievant's positions, rebuttals may be offered. Such testimony shall be brief and shall address only the issues brought forth in the City or Grievant's presentation.
- D. The City's closing statement shall be presented followed by the Grievant's closing statement. These statements shall not exceed ten (10) minutes without the permission of the hearing officer and shall contain a request for the desired outcome.

**8.10 Communication of Hearing Officer's Decision**: The hearing officer's decision will be issued as timely as possible following the hearing and will be signed by the hearing officer, and transmitted to the grievant, the City Manager and department director. The hearing officer may uphold, modify or reverse the decision of the City Manager or designee, and may reinstate the employee and award back pay and benefits. No attorney's fees, costs or other damages may be awarded. The standard of proof in a grievance hearing is a preponderance of the evidence.

The record of the proceedings will be retained by the City Human Resource's office for a period of not less than five (5) years from the hearing date, along with all of the physical evidence admitted by the hearing officer. The verbal record may be transcribed only in the case of appeal to the District Court by one of the parties. The party requesting the transcription shall pay for the transcription.

- **8.11 Appeal of Hearing Officer's Decision**: Either party may appeal the hearing officer's decision to the District Court by filing with the District Court and the Human Resources Manager a Notice of Appeal within thirty (30) calendar days of the hearing officer's decision. A party may cross-appeal within thirty (30) days of the date another party files a Notice of Appeal. Both parties shall be forever estopped from appealing the hearing officer's decision after thirty (30) calendar days from the hearing officer's decision if no Notice of Appeal is timely filed.
  - A. These Rules, if certified to be complete by the City Clerk, and in effect at the material times, may be included in the record on appeal at the request of any one of the respective parties at any time before forwarding the record to the District Court.
  - B. The appeal shall be one of review of the record (transcript) along will all the exhibits as admitted. No trial de novo will be accorded.

## SECTION IX: COMPENSATION & BENEFITS

- **9.1 Purpose**: The purpose of the compensation plan is to establish equitable compensation for all positions in the City. Such a plan may establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the Board during the budget process or otherwise. The Board has sole authority to budget and authorize wage and salary increases. The Board acknowledges all changes in compensation and may set pay schedules and Rules regarding any raises and promotional increases for the entire fiscal year for all City employees.
- **9.2 Hours of Work**: Employees will work their scheduled hours pursuant to work schedules established by their department director and approved by the City Manager. Full-time employees will work a minimum of forty (40) hours per week. Actual work periods may fluctuate at the discretion of the department director, with approval of the City Manager. Part-time employees are scheduled to work pursuant to scheduling set forth by their department director. Law Enforcement Personnel may work an alternative schedule in accordance with FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).
- **9.3 Overtime Pay**: Only FLSA non-exempt employees shall be compensated for all time actually worked, whether or not the time is authorized. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including dismissal. The rate shall be one and one-half (1½) times regular pay for each hour of overtime. Only actual time worked will be used to calculate overtime; holiday, annual, sick and other leave hours shall not be considered actual working hours.
  - A. Regular employees: such payment shall be made only in cases when an FLSA non-exempt employee works over forty (40) "actual hours" in a normal workweek.

- B. Law Enforcement Personnel: An FLSA non-exempt, law enforcement employee shall be paid overtime according to FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).
- **9.4 Consistency with Fair Labor Standards Act**: The provisions of Section 9.3 are subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof.
- 9.5 Emergency Call-out Pay: An employee called out will be paid for the greater of two (2) hours at one and one-half (1.5) times his/her regular rate or for actual hours worked at one and one-half (1.5) times his/her regular rate. Police officers are exempt from call-out pay eligibility, except as defined in Section 9.3 B.
- **9.6 Stand-by Pay:** An employee on stand-by will be compensated at his/her regular rate for eight (8) hours during any regular seven-day workweek.
  - A. No employee may be placed on stand-by for more than one week (seven consecutive days) at a time, except by special arrangement with the department director.
- **9.7 P.E.R.A. Benefits**: All City employees, with the exception of those employees, who are subject to exclusion under P.E.R.A. rules, are required to join the Public Employees Retirement Association of New Mexico (P.E.R.A.).
- **9.8 Insurance Benefits**: The City offers group insurance benefits to all employees as long as the employee is regularly scheduled to work at least 20 hours per week and whose term of employment when hired is for six or more months. Independent contractors and causal employees are not eligible under the City benefit plan. Insurance plans may be changed at the discretion of the Board or the insurance carrier.
- **9.9 Fringe Benefits**: The City will follow the Internal Revenue Service's rules with regard to fringe benefits. Taxable fringe benefits will be included on the employee's W-2 form. (Examples of fringe benefits may include uniforms, uniform allowances, vehicle usage, City cell phones, etc.) If an employee has a question regarding fringe benefits and how that may affect them, the employee should contact the Human Resources Manager. Vehicles assigned as take-home vehicles must be properly identified with a logo as City of Truth or Consequences vehicles, with the exception of law enforcement undercover vehicles.
- **9.10 Compensatory Time**: Compensatory time in lieu of cash compensation may be given if there is no remaining overtime in the Department's budget and shall be authorized only under rare circumstances, which call for immediate action or in special situations required by the nature of the operation or the status of the activity.
  - A. Compensatory time in lieu of cash compensation may be given only if there is an agreement entered into voluntarily between the employee and department director.
  - B. The employee must have entered into this agreement before compensatory overtime work is performed.
  - C. Compensatory time off for FLSA non-exempt employees shall be at a rate equal to one and one-half (1.5) hours for each hour of employment for which overtime compensation is required. However, if the additional hours worked would not qualify

- as overtime (i.e. leave was taken during the workweek), but the employee takes time off in lieu of payment such compensatory time would be accrued at the straight time rate.
- D. A maximum of 40 hours of compensatory time may be accrued before the employee will be required to exhaust the leave.
- E. The FLSA-covered employee who has accrued compensatory time off, and who has requested the use of compensatory time, shall be permitted to use the time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the City, as determined by the employee's supervisor.
- F. After accrual of 40 hours of compensatory time, any overtime worked must be paid. If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such a payment.
- G. A department head shall make every reasonable effort to schedule time off, for an employee to use accrued compensatory time immediately after accrual.
- H. No employee whose position is designated as exempt shall be paid in any way for hours worked in excess of 40 in a workweek. It is the practice of the City to allow professional flexibility in work schedules for exempt employees to balance their professional and personal commitments. It is, however, generally expected that exempt employees are present and available during daily "core times".
- **9.11 Flex Time**: Excess time accrued by a non-exempt employee above the employee's regularly scheduled daily work hours in, which the employee requests for department director approval to use the accrued hours as alternate leave on a day and time within the same pay period.
  - A. Directors may, at their discretion, permit non-exempt employees who are requesting to use accrued flex time on a case-by-case basis, where the employee was engaged in approved work-related assignments that required the employee to work extended hours outside of their normal work day. Flex hours must be used within the same city pay period in which they were accrued and the employee must properly reflect the correct number of hours worked per day on their timesheet entry.

#### SECTION X: LEAVE AND HOLIDAYS

#### 10.1 Holidays:

- A. The Board shall approve holidays at their discretion, for the calendar year. All employees, except temporary and casual employees, are eligible for holiday pay.
- B. An employee that works on a holiday will receive holiday pay plus their choice of:
  - 1. One hour of time off for each hour worked on the holiday, or
  - 2. Pay for actual time worked at their regular rate.
- C. If a holiday falls on an employee's regularly scheduled day off, the employee will receive eight (8) hours straight time.

10.2 Personal Holiday Leave: All regular employees who have completed the probationary period will have an eight (8) hour and part-time employees eligible for benefits will receive four (4) hours personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time, upon approval by the employee's supervisor. The entire eight (8) hours, four (4) hours for part-time employees must be taken when requesting personal holiday leave. Personal holiday time may not be taken in hourly increments. Personal holiday leave shall not carry over beyond the current calendar year.

10.3 Annual Leave with Pay: Annual leave may not be used before it is accrued and must be approved with at least seven (7) days or more notice by the employee's supervisor prior to being taken. Employees accrue annual leave with pay in accordance with the following schedule, based upon continuous length of City service:

Full Years of Service	Hours/pay period	Working days/Year	
0 to 5 Years	4.0 hours	13 days/ 104 hours	
5 to 10 Years	5.0 hours	16.25 days/ 130 hours	
10 Years +	6.0 hours	19.5 days/ 156 hours	

Employees hired before adoption of this ordinance are grandfathered in at the rate established at hiring and shall accrual annual leave in accordance with the following schedule:

Full Years of Service	Hours/pay period	Working days/Year
0 to 3 Years	4.0 hours	13 days/ 104 hours
3 to 15 Years	6.0 hours	20 days/ 160 hours
15 Years +	8 hours	26 days/ 208 hours

- A. Employees employed in regular part-time status accrue annual leave on a prorated basis.
- B. Only completed calendar months of service before and after interruptions or breaks will be counted. In computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another, the following will apply:
  - 1. Where the employee has been employed with the City without any interruption or break in continuity of service, the date from which their years of tenure are counted will be the first day of the first completed calendar month worked.
  - 2. Periods of leave without pay in excess of thirty (30) days will not be counted as service.

- C. An eligible employee will progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.
- D. The amount of accrued annual leave permitted to be carried over from one calendar year to the next shall not exceed 240 hours, unless exigent circumstanced prevented annual leave use and is approved by the City Manager.
- E. Upon separation of employment, an employee will be compensated for all unused and unforfeited annual leave, not to exceed 240 hours.
- F. Upon death of an eligible employee, compensation for unused total annual leave, not to exceed 240 hours, shall be payable to the employee's estate.
- **10.4 Accrual Limitation**: Total number of accrued annual leave hours shall not exceed a maximum of 240 hours. Therefore, any hours exceeding 240 hours, at any time, will be forfeited, unless approved by the City Manager. Exceptions to this policy must result from a legitimate business necessity.
- **10.5 Separation from Service or Change in Service Pay**: Employees shall be paid for all accrued annual leave upon separation from City service, not to exceed two hundred-forty (240) hours.
- **10.6 Leave Donation**: Employees are permitted to donate or receive annual or sick leave for City employees with severe or extraordinary illnesses, or to provide care for relatives or household members with severe or extraordinary illnesses, if the employee has exhausted their annual and sick leave.
  - A. An employee may donate as many annual or sick leave hours as desired, as long as the employee retains an annual and/or sick leave balance of at least 40 hours.
  - B. Requests to receive donated leave require department director and City Manager approval. The City reserves the right to approve or deny donated leave requests. The City Manager will render a decision based on the employee's length of service, performance/disciplinary history and review of the employee's leave usage.
  - C. A certificate of illness or injury will be required from a physician in order to qualify to use donated hours.
  - D. Under no circumstances, including termination, can donated hours be converted into cash. Unused hours will be returned to the employee(s) making the donation.
  - E. Upon death of an eligible employee, compensation for unused total annual leave, not to exceed 240 hours, shall be payable to the employee's estate.
- 10.7 Sick Leave with Pay: Employees shall accrue a maximum of four (4) hours of sick leave with pay per pay period. Part-time employees accrue sick leave at the rate of 2.0 hours per payperiod. Casual and temporary employees do not accrue sick leave.
  - A. Sick leave shall be authorized by the employee's supervisor, when such leave is requested, when an employee is unable to perform normal job duties due to medical considerations such as, but not limited to, the following: illness, injury, prearranged medical or dental examination, quarantine, therapy, counseling, treatment, or when a member of the employee's immediate family is ill and requires the personal attention of the employee.

B. The City has no maximum cap on accrued sick leave; all hours are allowed to be carried-over from one calendar year to the next. Upon separation or retirement of an employee serving five (5) or more continuous years of service, will be compensated for one third (1/3) of the first 480 accrued sick leave hours; a maximum of 160 hours. Employees with less than five (5) continuous years of service will forfeit all accrued sick leave at separation of employment. Employees are not permitted to donate sick leave at time of separation.

**10.8 Sick Leave Authorization**: Sick leave may not be used before it is accrued and must be authorized or denied according to City policy. Unless otherwise prescribed by separate department policy, the following procedures shall apply:

- A. Reporting Sick Leave. For police officers, sick leave shall be reported as soon as possible, but no later than two (2) hours prior to the employee's work shift. All other employees, sick leave shall be reported as soon as possible, but no later than thirty (30) minutes following the start of their normal work day.
- B. Sick leave shall be requested and entered in the City's system. If an employee uses any falsehood to support a request for leave, any leave authorized may be rescinded and the employee may be subject to disciplinary action. Leave may be granted contingent upon the employee presenting sufficient justification.

**10.9 Use of Sick Leave During Probationary Period**: Probationary employees accrue sick leave as set forth in 6.1 D and may use sick leave if accrued.

**10.10 Certification of Illness for Sick Leave**: A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the department director.

10.11 Bereavement Leave: In the event of a death in the employee's immediate family, he or she will be entitled to be eavement leave. Up to three (3) days may be granted for an employee to attend the funeral of a member of his/her immediate family in state and up to five (5) days if the funeral is out-of-state. These days will be classified as Administrative Leave with pay and require City Manager approval.

#### 10.12 Family Medical Leave:

- A. The City provides family medical leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, domestic partner, parent or the employee themselves. Regular full-time and part-time employees are eligible to request family leave as described in these Rules.
- B. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act (FMLA). As soon as an eligible employee becomes aware of the need for a family medical leave of absence, the employee shall request leave from their supervisor. Employees requesting family medical leave related to the illness of a child, spouse, domestic partner, parent or the employee themselves shall be required to provide a healthcare provider's certification of employee/family member's serious health condition. Eligible employees who do not request family medical leave in advance of a qualifying event will automatically be placed on family medical leave as soon as the

- Human Resources Manager determines that their leave qualifies for protections under FMLA.
- C. The City may require an employee to submit to a fitness for duty return to work exam when the need for FMLA leave is based on the employee's own serious health condition that may affect the essential functions of the employee's job. The City must notify the employee of this requirement at the beginning of the leave.
- D. Eligible employees are allowed up to twelve (12) weeks of family medical leave or up to twenty-six (26) weeks of leave, in a single 12-month period, to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligibility for leave will be determined on a twelve (12) month rolling-back calendar. The employee will be required to take any available annual or sick leave as part of the approved period of leave. If the family medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay, section 10.20.
- E. Subject to the terms, conditions and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved family/medical leave, subject to all rules pertaining to leave without pay, Section 10.20.
- F. When family medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies.

10.13 Administrative Leave with Pay: Administrative leave with pay may be granted by the department director, subject to the approval of the City Manager, pending an investigation or disciplinary action or fitness for duty evaluation, as subject to all rules pertaining to Immediate Suspension with Pay, Section 7.14.

#### 10.14 Workers' Compensation Program: [§§52-5-1 et. seq., NMSA 1978]

- A. The City provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or anyone suffering from occupational diseases sustained in the course of employment as approved by the insurance carrier. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized immediately.
- B. Employees who sustain work-related injuries or occupational diseases must inform their supervisor immediately, who will notify Human Resources. No matter how minor an onthe-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. A "Notice of Accident" form shall be filed with the Human Resources Manager immediately following the work-related injury. Employees sustaining an injury /illness NOT requiring medical care need not seek medical attention; the "Notice of Accident" form will provide sufficient documentation.
  - 1. The employee and the employee's supervisor shall sign the report. In addition, the supervisor's Accident Investigating Report" will be filed on the following workday. All accidents shall be reported, however minor.
  - 2. Human Resources will complete an E-1 workers' compensation report form and report it to NMML in a timely manner.
  - 3. Supervisors will thoroughly investigate the injury/illness and complete a "Supervisor Report of Injury" form. In every case, the "corrective Action Taken" section of the report shall be completed.

- C. Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, athletic activity, or similar events off-duty.
- D. Subject to the terms, conditions and limitations of the applicable plans, the City will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits, subject to the provisions of Section 10.15. Eligible employees will automatically be placed on family/medical leave as soon as the Human Resources Manager determines that their leave qualifies for protection under the Act.
- 10.15 On-The-Job Injury Leave: An employee injured on the job may use accrued sick leave until exhausted and then the use of annual leave is permissible for each regularly scheduled working day after the injury occurs for all such days that are not paid by Workers' Compensation Insurance. If the employee is on worker's compensation time for more than four (4) weeks, and is entitled to compensation for the first seven (7) days and has used accrued leave for the first seven (7) days of injury, the workers' compensation payments received for all such days shall be paid directly to the City by the workers' compensation carrier. In the event an employee uses accrued leave, in lieu of workers' compensation, the leave used shall be re-credited to the employee upon the City's receipt of the reimbursement by the Workers' Compensation carrier after the expiration of the statutory waiting period.
- 10.16 Voting Leave: For purposes of national, state or local elections, an employee, registered to vote, will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose workday begins more than two (2) hours subsequent to the time of the opening of the polls or ends more than three (3) hours before the closing of the polls.
- 10.17 Court Service Leave with Pay: Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. Employees serving as jurors shall file for jury pay and turn in any pay received to the City. Any jury duty worked beyond their regular work hours shall be refunded back to the employee.
  - A. Procedures for Jury Duty Time:
    - 1. <u>Juror Service Verification</u> form from the Court must be attached to the Leave Request Form.
    - 2. Reconciliation of time by Payroll will include matching <u>Jury Hours Summary Sheet</u> received by the Court to time sheet, leave form and <u>Juror Service Verification form</u>.
  - B. Court Appearance Time. When required by City duties and subpoenaed to appear before a Court, personnel Hearing Officer, public body or the Board for testifying about City matters, the employee will be compensated as regular work time.
- 10.18 Leave Without Pay: The department director with the approval of the City Manager, may grant an employee leave without pay for a period not to exceed ten (10) days, when the department director deems that such leave without pay is in the best interest of the City.

- A. Failure to Report Timely: Failure on the part of the employee to report to work immediately to the assigned shift following the last day of the request, upon the expiration of approved leave without pay, shall be subject to disciplinary action up to and including termination.
- 10.19 Life Threatening Illnesses in the Workplace: Employees with life-threatening illnesses, such as cancer and heart disease, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.
  - A. Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Management, as well as other employees, has a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to corrective or disciplinary action up to and including dismissal of employment.
  - B. The Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) require the City to maintain the privacy of protected health information. A copy of the City's HIPAA Notice of Privacy Practices can be obtained from Human Resources.
- **10.20 Inclement Weather**: The City Manager may close offices, authorize late reporting or early release due to inclement weather, and all employees will be compensated for normal work hours as administrative leave with pay and shown on a Leave Report Form. Inclement weather leave with pay will not exceed eight (8) hours in one workday.
- **10.21 Leave For Unforeseen Circumstances**: The City Manager may close individual offices, authorize late reporting or early release due to unforeseen conditions beyond the City's control that prevent the employees from performing their duties as administrative leave with pay and entered into the City's system.

#### 10.22 Military Leave:

- A. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job and benefits, for up to five years (or more in some cases), of a service member who must leave his or her civilian job because of military orders to report for training or active duty, voluntary or involuntary, in peacetime or wartime.
- B. Military Leave for Reserve or National Guard Activities (§ 20-1-1 NMSA 1978). USERRA requires service members, or a responsible representative of the military unit, to provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Paid Military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days with pay during a one (1) year period based on the federal government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance, unless a national or state emergency exists and an immediate call-up is initiated in which case notice as soon as possible is

- required. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
- C. Extended Unpaid Military Leave. Employees voluntarily or involuntarily serving on active duty for more than fifteen (15) working days may use accrued annual leave. When military leave has been exhausted, employees have the option of being placed on leave without pay (LWOP) or using accrued leave. Employees may use all of their annual leave on consecutive days or use up to twenty-seven (27) hours per pay period in order to maintain their group insurance benefits. Employees who exhaust their annual leave shall then be placed on LWOP for the remainder of time they are on active duty. Employees shall not receive pay or accrue leave while on LWOP. Employees wanting to maintain insurance benefits while on military duty will be required to pay the employee's share of their premium.
- D. Service members are entitled to return to their City job and receive pay raises, promotions, pension credit and other seniority benefits as if you had been continually employed, provided certain eligibility criteria be met. Protection under the USERRA applies if:
  - 1. The job the employee left was for more than a brief, non-recurrent period, with no reasonable expectation that such employment would continue indefinitely or for a significant period.
  - 2. The employee left this job for the purpose of entering active duty.
  - 3. The employee is discharged under honorable conditions. AND
  - 4. The employee applied for reemployment within the applicable time limit.

#### E. If these criteria are met, the USERRA provides the following protections:

- 1. The employee is entitled to return to the prior position with the same seniority, benefits, pay, and, additionally, any promotion or raise which could have been reasonably expected if the employee had remained continuously on the civilian job.
- 2. The City is required to offer disabled veterans the "nearest approximation" of the job the service member could have reasonably expected with continuous employment.
- 3. Service members are protected from being discharged for the protected period allotted by USERRA according to the time served on active duty, unless the City proves misconduct or violation of policies.
- 4. To be re-employed in the same position, the employee's return to work must occur within the following guidelines:
  - a. For a service period of 1-30 days, the employee must report to work immediately by the first regularly scheduled work day;
  - b. For a service period of 31-180 days, the employee must make application for reemployment within 14 calendar days after he/she is relieved from training or duty:
  - c. For a service period of 181 days or more, the employee must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty;
  - d. An employee, who is released from hospitalization of a service-related injury, continuing after discharge for a period of not more than one (1) year, must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty.

F. Employees may qualify for up to twelve (12) weeks of leave for qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation under the FMLA.

10.23 Light Duty Return-To-Work: Employees who are on leave due to an on-duty injury or illness may be eligible to return to work on light duty status after their physician certifies their fitness to do so. The department director and the Human Resources Manager will determine if there is a position or duties suitable for an employee to perform light duty work. The City retains full discretion as to whether or not an employee is eligible for light duty status.

- A. Coordination with Attending Physician: An employee on leave due to a work-related disability can return to work only when the City receives the attending physician's written medical release authorizing such return. The Human Resources Manager is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining the City's return-to-work program.
- B. Return-to-Work Options: Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by the City or its insurance carrier. The following options will be explored:
  - 1. Return to prior position: An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Human Resources Manager or his/her designee is responsible for working with the employee's supervisor and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
  - 2. Restricted duty: Any employee who is not yet able to return to their former duties are offered, subject to the restrictions set out in Section 5.2 of these Rules, a temporary restricted duty assignment that has been approved by the employee's attending physician. The Human Resources Manager is responsible for working with the employee's supervisor, and the employee's attending physician to develop and implement the restricted duty assignment. The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.
- C. Limitations on Restricted-Duty Assignments: The following limitations apply to restricted duty assignments:
  - 1. No guarantee of work: As provided in Section 5.9 of these Rules, the City will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, the City does not guarantee the availability of restricted duty work.
  - 2. Pay rates and Workers' Compensation benefits: Employees on restricted duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a restricted-duty assignment is based on the knowledge, skills, and abilities required for the job as well

as general market conditions. Employees who return to work before they have reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under the state Workers' Compensation program, if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in restricted duty positions are not permitted to supplement their workers' compensation benefits by using their accrued annual, personal, or medical/sick leave.

- 3. Four (4) week limit: Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed four (4) weeks without approval from the department director and approved by the City Manager.
- D. Employee Refusal of Work/Training: In the event that an employee refuses to return to regular or restricted duties in response to a written, bona fide offer of employment by the City sent via certified mail, the employee is separated from the City and his/her position will be filled permanently (NOTE: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement, refer to subsection F.).

A written offer of employment shall be on a form promulgated by the City Manager and must clearly state:

- 1. The position offered and the duties of the position;
- 2. The City's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
- 3. The job's essential functions; and
- 4. The job's start date, wage, working hours, supervisor and location;
- 5. Length of assignment and required training.
- E. Coordination with FMLA: Nothing in these Rules should be construed as denying employees their rights under the FMLA or any other federal or state law.
- F. It is the City's policy to designate an employee's absence from work due to a work-related injury or illness as FMLA leave to the extent allowed by federal law. Employees entitled to FMLA leave can voluntarily accept restricted duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits because of declining a restricted duty assignment are required to substitute any available paid leave, such as accrued annual, personal, or medical/sick leave, for unpaid FMLA leave.
- G. Until employees have exhausted their twelve (12) week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job providing they are able to perform the job's essential functions.

#### **10.24 Change in FLSA Status:**

- A. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued compensatory leave, overtime, sick leave and vacation leave. For employees that qualify, sick leave will be compensated in accordance with Section 10.7 B.
- B. The lump sum payment shall be calculated based on the non-exempt salary rate.

- C. Upon change from non-exempt to exempt status and transfer to a new department, employees shall be paid the lump sum for the unused portion of their accrued compensatory leave by their previous department.
- D. If an employee's change in status in contingent upon a Ninety (90) day trial period, pursuant to section 5.2 of this Ordinance, the lump sum payment shall not be made until successful completion of the trial period.

#### SECTION XI: SUBSTANCE ABUSE POLICY

#### 11.0 Purpose

- A. The City has adopted this employee substance abuse policy and a drug and alcohol testing policy for the following City Departments: Electric, Fleet, Police, Solid Waste, Street, Waste Water, Water, and all other safety sensitive and non-safety sensitive employees. A safety sensitive employee is an employee who performs duties for the City, with safety ramifications for themselves, fellow employees and the general public. These positions may include, but are not limited to employees who operate equipment/vehicles, have access to confidential information and/or receive calls for public service.
- B. The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the misuse of alcohol, the use of prohibited drugs and the misuse of legal drugs. The City is concerned only with those situations where use of alcohol and other drugs interfere with any employee's health, job performance and adversely affects the job performance of other employees or is considered so serious as to be detrimental to the City's operations and the safety of the employees and others. There is no intent to intrude upon the private lives of employees.
- 11.1 Safety Sensitive Employees: Adherence to this testing policy is a condition of employment for all safety-sensitive positions. Safety-sensitive functions refer to any functions contained within an employee's realm of responsibilities that have an impact upon the safety and general welfare of the public or coworkers.
- 11.2 Policy: The City is dedicated to providing safe, dependable and economical services to our public. City employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a work environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.
  - A. An employee using prescription drugs or over-the-counter medications that could affect work performance, must inform their director (information received shall be kept confidential). An employee with a temporary ailment or permanent medical condition that may affect job performance also must notify their director. A doctor's statement may be required at the City's discretion. Failure to notify the director can lead to injury or property damage, or suspicions of substance abuse that might unnecessarily lead to

- substance testing. Upon such notification the City may require the employee to take medical or other leave.
- B. All safety-sensitive employees will receive training on the effects and consequences of prohibited drug or alcohol use on personal health, safety and the work environment, and the signs and symptoms, which may indicate prohibited drug, or alcohol use. The City will schedule mandatory classes but it is ultimately the responsibility of the employee to attend a class provided for by the City.
- C. All department heads and supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol/drug testing will receive training on the physical, behavioral, speech and performance indicators of probable prohibited drug or alcohol misuse.

## 11.3 Prohibited Substances: "Prohibited substances" addressed by this policy include the following:

- A. Illegally used controlled substances or drugs: Includes, but is not limited to: marijuana, except when prescribed in accordance with New Mexico law and the employee is in a non-safety sensitive position, amphetamines, methamphetamines, opiates, phencyclidine (PCP), and cocaine, as well as drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The collection agency shall adhere to all requirements outlined in 49 CFR, Part 40 DOT Guidelines in determining what constitutes a positive test.
- B. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance, including synthetic drugs, which carriers a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported by the employee to their supervisor and medical advice shall be sought by both the employee and supervisor, as appropriate, before performing safety-sensitive functions. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. The misuse or abuse of legal drugs while performing official business is prohibited.
- C. Alcohol: The use of beverages or medications containing alcohol, subject to Paragraph 11.3(B) above.

#### 11.4 Prohibited Conduct:

- A. Manufacture, Trafficking, Possession, and Use. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or sale of prohibited substances while on duty, on City premises, or in City vehicles. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
- B. Intoxication/Under the Influence: Any safety-sensitive employee who fails a drug test or has a breath alcohol concentration of 0.04 or greater shall be removed from their safety-sensitive position and referred to an SAP (substance abuse professional). Such test result will subject the employee to disciplinary action up to and including termination. A safety sensitive employee with a breath alcohol concentration of 0.02 or greater, but less than 0.04 shall be immediately removed from their safety-sensitive position for a

minimum of 8 hours or until they can pass an alcohol test with a BAC of less than 0.02. If a breath analyzer is unavailable, testing will be conducted via blood test.

- C. Alcohol Use: No employee should report for duty or remain on duty when his/her ability to perform assigned duties is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty, or while performing County duties. No employee shall use alcohol within four hours of reporting for duty; or during the hours, they are scheduled on call; or up to eight hours following an accident or until tested. Employees, who are not scheduled on call, shall upon being notified to report to duty, acknowledge alcohol use and their inability to perform his/her duties and shall be excused from doing so without further consequences. No County employee under the age of 21 shall have a breath alcohol concentration of .02 or greater at any time while performing duties for the County. Violation of these provisions is prohibited and punishable by termination.
- D. Compliance with Testing Requirements: Safety-sensitive employees shall be subject to urine drug testing and breath alcohol testing. Non-safety sensitive employees may be subject to urine drug testing and breath alcohol testing based on reasonable suspicion. Refusal to comply with a request for testing, failure to provide sufficient quantity of breath or urine, failure to appear timely, failure to cooperate with any part of the testing process, refusal to sign the drug testing chain of custody form, refusal to sign Step #2 on the alcohol breath testing form, inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure or not reporting to the collection site in the time allotted, shall constitute a verified positive test result.

#### 11.5 Testing Which Results In a Dilute Specimen:

#### A. Definitions:

<u>Dilute Drug Screen</u> – A drug screen that is identified by the testing lab as an irregular specimen pertaining to the specimen's specific gravity and creatinine concentration. (The irregularity in specific gravity minimizes the reliability of the testing procedure and therefore reduces the reliability in the results.)

<u>Primary Test</u> – A test that is conducted under Sections 11.10, 11.11 or 11.12. Monitored Tests – The City will offer all employees who are required to take a second level test the opportunity to have the test monitored by a supervisor.

#### B. Dilute Drug Screen Procedure:

A dilute drug screen for Electric, Fleet, Police, Solid Waste, Street, Waste Water, Water, and all other safety sensitive City employees who are covered by this policy will be handled as follows:

#### 1. Primary Test:

Identified as Dilute:

- a. The employee shall enter into a re-entry contract as defined in Section 11.17 and 11.18 or
- b. If the employee's physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test, at the City's expense, to contest the results.

- c. The employee without a physician's certification may submit to a hair sample test to contest the results if the employee pays, in advance, for the cost of the test.
- 2. Second Level Test (test for re-entry purposes or follow-up tests defined within a re-entry contract):
  - a. Monitored Dilute The City will accept the test results as provided by the lab; tests will be monitored.
- C. Dilute Specimen Test for Employment Applicants: Any applicant for employment with the City whose pre-employment drug and alcohol screen test is identified as dilute, shall not be eligible for employment and is precluded from re-application for employment for:
  - 1. A period of one (1) year from the date of the test, or
  - 2. The applicant may submit to a hair sample test to contest the results if the applicant pays, in advance, for the cost of the test. In the event the hair sample test results are negative, the applicant will be eligible for immediate hire.
  - 3. If the employee's physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test to contest the results.

11.6 Treatment Requirements: All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with the City's requirements for treatment, after care, or return to duty will be subject to termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

11.7 Proper Application of the Policy: The City is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, department directors/supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any department director/supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy concerning subordinates, will be subject to disciplinary action, up to and including termination.

#### 11.8 Testing Procedures:

- A. Safety-sensitive employees of the City shall be subject to drug (urine) and alcohol testing for reasonable suspicion, return to duty, follow-up or random and may be subjected to testing following an accident. Follow-up testing will be conducted for a period of one to five years, with up to six tests performed during the first year and as many as four in subsequent years. The Substance Abuse Professional (SAP) may determine the frequency and duration of follow-up testing.
- B. Testing shall be conducted using techniques, equipment and certified laboratory facilities to ensure a high degree of accuracy and reliability. Alcohol testing may only occur during or immediately before/after performing safety sensitive duties and up to eight

hours following an accident. Drug testing may occur any time while performing duties for the City and up to 32 hours following an accident.

11.9 Pre-Employment Drug & Alcohol Screening: All applicants for employment with the City shall be required to take a drug and alcohol screening test when they report for their pre-employment medical examination or when otherwise directed by the City Manager or his/her designee. Any applicant for employment with the City, whose pre-employment drug and alcohol screen test is identified as positive, shall not be eligible for employment and is precluded from re-application for a period of one (1) year from the date of the test.

11.10 Employee Requested Testing: Any safety-sensitive employee who questions the result of a required drug test under paragraphs11.10 through 11-15 of this policy may request that an additional test be conducted. This test will be conducted at a different certified laboratory. The test will be conducted on the split sample that was provided by the employee at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with acceptable testing standards. The employee's request for a split sample test must be made to the Medical Review Officer\* within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. An employee requested test will be at the expense of the employee.

11.11 Reasonable Suspicion Testing: All employees shall be subject to urine and/or breath testing when there is reasonable suspicion to believe an employee is under the influence of prohibited substances. Reasonable suspicion is a belief based on objective facts sufficient to lead a prudent person to suspect that an employee is under the influence of a substance to the extent that job performance may be impaired or ability to perform the job safely may be reduced. A reasonable suspicion referral for testing will be made based on articulable objective facts and circumstances, which are consistent with the short-term effects of substance abuse. Testing an employee, based on reasonable suspicion requires City Manager approval. The supervisor or designee will take the employee to the designated test site as soon as practical for a test. Examples of reasonable suspicion include, but are not limited to the following:

- A. Physical signs and symptoms consistent with prohibited substance use, including slurred speech, poor coordination, and glazed or bloodshot eyes;
- B. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances;
- C. Occurrence of an accident that may have been caused by use of a prohibited substance or alcohol misuse;
- D. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures;
- E. Odor of alcohol or prohibited substance on person, clothing or in workspace;
- F. Abnormal or erratic behavior;
- G. Abnormal decline in work performance associated with frequent absences or tardiness; or
- H. Information from a reliable source.

11.12 Post-Accident Testing: Any City employee involved in an automobile/heavy equipment accident occurring on City property or involving City equipment/vehicle meeting any of the following criteria shall be subject to a drug or alcohol test:

- A. An individual dies:
- B. An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident;
- C. One or more vehicles incur disabling damage because of the accident and are transported away from the scene by tow truck or other vehicle; or
- D. The City driver was cited in the accident.
- \* Medical Review Officer See DEFINITIONS Section 11.21.

#### 11.13 Random Testing:

- A. Employees in safety-sensitive positions shall be subjected to random, unannounced drug testing. The selection of safety-sensitive employees for random drug testing will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year on all days and during all hours of operation.
- B. When a safety-sensitive employee is informed of a random drug test, they must be tested as soon as is reasonably possible but in a time not to exceed 3 hours. All employees who have been randomly selected or are testing in conjunction with Rule 11.11 will be notified in writing by the City Manager, department director, supervisor, or Human Resources. All tests will be collected as a split sample, giving the employee an opportunity to exercise his/her right to an additional test (Section 11.10) on the sample collected. Should the City's agent not collect a split sample, the results of the test for which a split sample was not collected, will be disregarded by management and the employee will not be required to re-test for this specific testing period.
- C. All safety sensitive employees shall be placed in a selection pool and random drug testing shall come from this predetermined pool. The individual pools shall be defined as follows:
  - 1. Electric Department
  - 2. Fleet Department
  - 3. Police Department
  - 4. Solid Waste Department
  - 5. Street Department
  - 6. Waste Water Department
  - 7. Water Department
  - 8. All other safety-sensitive employees
- D. Shift employees, or employees who are not at work on the day of the scheduled test (random or otherwise), and who have been selected for testing, will be required to test immediately upon their return to work/duty and will be notified and expected to adhere to the rules as described above.
- 11.14 Return-To-Duty Testing\*: A return-to-duty test is required of an employee who has had a positive drug or alcohol test and must be passed (negative non-dilute) before they can return to a safety-sensitive position. The SAP must first clear the employee to return-to-regular-duty after the evaluation and insure the employee has consented to treatment. The return-to-duty test may be for drugs and/or alcohol as required. Any work missed due to a positive

drug/alcohol test or due to treatment shall be charged to the employee's sick leave and/or annual leave (employee's choice) or leave without pay if the employee has no leave balances.

- 11.15 Follow-Up Testing\*: If allowed to return to duty, safety-sensitive employees shall be subject to unannounced follow-up testing for at least 12, but not to exceed 60 months. The SAP may recommend the frequency and duration of the follow-up testing as long as not more than six tests are performed during the first 12 months after the employee returns to duty. Follow-up testing is separate from and in addition to the random testing program.
- 11.16 Employment Assessment: The SAP may refer any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds for evaluation. A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related and drug-related disorders. The SAP may evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Employees may select the SAP of their choice as long as the criterion above is met.

#### 11.17 Departmental Rule for Positive Drug/Alcohol Test:

- A. Any probationary employee who, because of this policy tests positive for drugs and/or alcohol, will be terminated immediately.
- B. Any employee who has been placed on an improvement contract and who tests positive for drugs/alcohol as defined by this policy will be terminated from employment.
- C. Safety Sensitive Positions:
  - 1. A positive prohibited substance/alcohol test for an officer or dispatcher shall be reported to the New Mexico Law Enforcement Academy Director as outlined in the NMLEA Handbook Subsection B4 of 10.29.1.11 NMAC.
  - 2. Any safety sensitive employee who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the City, Section 7.10.
  - 3. Any safety sensitive employee whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute).
- D. Any safety sensitive employee who is covered by this policy and whose primary test is determined to be dilute as herein defined, shall be subject to the terms and conditions of:
  - 1. The re-entry contracts defined below;
  - 2. Rule 11.13 of this policy, and;
  - 3. Rule 11.14 of this policy.
  - 4. If applicable, any CDL provisions that may apply.
- E. City safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test (subject to a re-entry contract) shall result in termination of employment.

#### 11.18 Re-Entry Contracts (general safety sensitive employees):

- A. Employees who re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:
  - 1. A release to work statement from the Substance Abuse Professional.
  - 2. A negative test for drugs and/or alcohol. (Section 11.14)
  - 3. An agreement to unannounced frequent follow-up testing for a period of one to five years with up to six tests performed the first year (Section 11.15).
  - 4. A statement of expected work-related behaviors.
  - 5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
  - 6. City safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test employees (subject to a re-entry contract) shall result in termination of employment.
- B. Any safety sensitive employees not covered above shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below).

11.19 Detection: The City reserves the right to inspect, at any time, all City property and all City vehicles and equipment for the presence of prohibited substances or alcohol. All inspections will be scheduled as deemed necessary by the City Manager or his/her designee.

#### 11.20 Voluntary Request for Assistance:

- A. The City intends to give the same consideration to persons who voluntarily request assistance (prior to being randomly selected or selected for cause) with chemical dependencies as it does to employees having other diseases. Therefore, employees are encouraged to seek professional assistance anytime they experience personal problems, including alcohol or drug dependency.
- B. Early recognition and treatment of chemical (drug and alcohol) dependency problems is important for successful rehabilitation and reduced personal, family and social disruption. The City supports sound treatment efforts and an employee's job will not be jeopardized for conscientiously seeking assistance prior to random selection or selection for cause. Normal City benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process to any employee who voluntarily requests assistance for chemical dependencies.
- C. Employees are encouraged to self-report alcohol and drug dependencies prior to random testing selection or testing based on reasonable suspicion. The City has an obligation to maintain the public trust; therefore, any employee identified with a positive test result for illegal drugs, inappropriate use of prescription medications or alcohol will be terminated.

#### 11.21 Definitions:

Medical Review Officer (MRO): The MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive

drug test results. The List of primary responsibilities below is followed by standard operating procedures necessary to carry out those responsibilities:

- A. Receive test results from the laboratory
- B. Review all drug testing results prior to reporting
- C. Verify that the laboratory report and assessment are correct
- D. Review and interpret each confirmed lab tested positive result
- E. Conduct a medical interview, providing an opportunity for the employee to discuss a positive test result
- F. Notify employer of verified positive test
- G. Process employee request for re-test
- H. If necessary, re-analyze the original specimen to determine the accuracy of the test result

#### 11.22 Records:

- A. All records of the controlled substance abuse prevention programs must be kept in a secure location with controlled access in Human Resources. Regulation requires that certain records according to their importance be maintained for varying lengths of time, from one (1) to five (5) years.
- B. Records must be kept confidential and be made available for inspections by the City Manager within two (2) business days following a request by an authorized representative of the Federal Highway Administration. These records should not be made a part of a driver's personnel file.
- C. The following are entitled access to these records through approval of the City Manager:
  - 1. CDL Issuer or his/her representative;
  - 2. The Secretary of Transportation;
  - 3. Any Department of Transportation Agency;
  - 4. Any State or Local Official with regulatory authority over the employee;
  - 5. Any prospective employer with the employee's written permission.

11.23 Confidentially: No laboratory reports or test results shall appear in the employment personnel file unless they are a part of a disciplinary action, but shall be placed in a special locked file.

## SECTION XII: COMPUTER, EMAIL, INTERNET, SOCIAL MEDIA, & CELLULAR PHONE USE

12.0 Access: Access to a City computer, email and Internet service and a cellular phone is a privilege. Users granted this privilege must adhere to strict guidelines concerning the appropriate use of this information resource. Users who violate the provisions outlined in this document are subject to disciplinary action up to and including termination. In addition, any inappropriate use that involves a criminal offense will result in legal action. All users are required to acknowledge receipt and understanding of guidelines contained in this document.

**12.1 Purpose & Scope**: To define policies and procedures for computer use and access to the Internet through the City network infrastructure, and cellular phone use. This policy applies to all personnel with a computer or access to Internet and related services through the City network infrastructure, or has a cellular phone provided by the City. Internet Related services

include all services provided with the TCP/IP protocol, including but not limited to Electronic Mail (e-mail), File Transfer Protocol (FTP), and World Wide Web (WWW) access. Internet access includes, but not limited to connections via DSL subscriptions, phone modem access, server-to-Internet access or T1 line access.

- **12.2 Acceptable Use**: Access to a City computer or the Internet is specifically limited to activities in direct support of official City business.
  - A. In addition to access in support of specific work related duties, the City Internet connection may be used for educational and work-related research purposes.
  - B. If any user has a question of what constitutes acceptable use he/she should check with their supervisor for additional guidance. Management or supervisory personnel shall consult with the City Manager for clarification of these guidelines.
- **12.3 Inappropriate Use:** City computers, Internet access or use of a City cellular phone shall not be used for any illegal or unlawful purposes. Examples of this would be personal use, or the transmission of violent, threatening, defrauding, pornographic, obscene or otherwise illegal or unlawful materials.
  - A. Use of City electronic mail or messaging services shall be used for City business only. These services shall not be used to harass, intimidate or otherwise annoy another person.
  - B. The City Internet access shall not be used for private, recreational or other non-City related activity.
  - C. City equipment and the Internet connection shall not be used for commercial or political purposes.
  - D. Use of City Internet access shall not be used for personal gain such as selling access of a City user login. Internet access shall not be used for or by performing work for profit with City resources in a manner not authorized by the City.
  - E. Users shall not attempt to circumvent or subvert security measures on the City's network resources or any other system connected to or accessible through the Internet.
  - F. City users shall not use Internet access for interception of network traffic for any purpose unless engaged in authorized network administration.
  - G. City users shall not make or use illegal copies of copyrighted material, store such copies on City equipment, or transmit these copies over the City network.
  - H. City users shall not download non-City software without authorization from their department director and approved by the City's IT Manager.
- **12.4 Internet, E-Mail & Cellular Phone Etiquette**: City employees shall ensure all communication through City email, messaging services and texted messages are conducted in a professional manner. The use vulgar or obscene language is prohibited.
  - A. City users shall not reveal private or personal information without specific approval from management.
  - B. Users should ensure that e-mail and texted messages are sent to only those users with a specific need to know. The transmission of e-mail or texted messages to large groups or messages with large file attachments should be avoided.
  - C. Electronic Mail and texted messages are not guaranteed to be private. Messages transmitted through the City e-mail system or network infrastructure or on City cellular

- phones are the property of the City and are therefore subject to inspection by management and to IPRA requests.
- D. The destruction or deletion of emails and texts containing City business is prohibited and a violation of law.

#### 12.5 Security:

- A. City users who identify or perceive an actual or suspected security problem shall immediately contact the City Information Technology Manager.
- B. Users shall not reveal account passwords or allow another person to use their account. Similarly, users shall not use the account of another user.
- C. Access to City network resources shall be revoked for any user identified as a security risk or a demonstrated history of security problems.
- **12.6 Penalties**: Any user violating these policies is subject to the loss of network privileges and any other City disciplinary actions as detailed in Section 7 of this ordinance.
- **12.7 No Expectation of Privacy**: Users should not expect any information transmitted via the City's systems or phones to remain private or confidential.
  - A. The City may monitor use of any part of City Systems at any time, without notice, at its discretion. Such monitoring may include, but is not limited to limiting size, accessing, listening to, reading, or retrieving voice mail messages, e-mail, Internet communications, text messages, or local files.
  - B. Users should be aware that deleted files or other communications may be retrieved and review by City Management.
  - C. Users are prohibited from, among other things, accessing, listening to, reading or retrieving other team members' e-mail, voice mail, or Internet communications unless specifically authorized to do so by Management.
  - D. All files, documents created or stored through the City's network infrastructure, computer system or cellular phones are the property of the City and are therefore subject to inspection by management and to IPRA requests.
- **12.8 User Compliance**: All terms and conditions as stated in this document are applicable to all users of the network and the Internet connection.
- 12.9 Protection & Handling of Sensitive Information: It is the responsibility of every City employee to ensure the protection of sensitive information and comply with all information technology policies. This includes but is not limited to ensuring such information does not leave the City network, making a reasonable effort to redact sensitive information when sharing records and protecting security account information.
- 12.10 Social Media: The use of social media on the job is prohibited, unless as required to disseminate time sensitive information (emergency information) as quickly as possible or required for informational purposes. The City does not prohibit employees from participating in social media while not at work, nor is the content posted any concern of the City. However, if an employee uses social media to harm the City, City constituents, or fellow employees, participation while not at work can have employment consequences. To make the distinction between private activity and work activity as clear as possible, in cases where confusion might be created,

employees should identify a social media posting as a personal opinion rather than the opinion of the City.

#### **SECTION XIII: PAY POLICY**

- 13.1 Purpose: This Section outlines the provisions for the City's system of comparing and classifying positions according to their relative equivalence for establishing fair and equitable promotion and pay compensation for employees. The Board approves all positions and salaries as part of the fiscal year budget process or as otherwise necessary.
- **13.2 Applicability**: The provisions of this section shall apply to all employees except that Contract Employees and unclassified employees are subject to wage increases as negotiated and approved by the Board.
- **13.3 Pay Compensation Process Overview:** The pay compensation system includes provisions for:
  - A. Entry level wages;
  - B. Step wage increases
  - C. Transfers:
  - D. Demotions; and
  - E. Promotion wage increases.

The Board may at their discretion amend the general wage and classification plan and the general wage schedule by resolution or motion of the Board when deemed appropriate.

- **13.4 Entry Level Wages**: All new employees are normally hired at the Entry level position for the level of position that has been vacated or otherwise approved for hire by the department director, subject to budgetary constraints and the approval of the City Manager.
- 13.5 Position Specifications Requirements: Each position has a written Position Specification, which includes specifications for minimum qualifications, education, experience, abilities, skills, license, or certification requirements, and a description of duties and responsibilities required for the position.
- 13.6 Grandfather Clause: Any employee whose position specification is revised is subject to the experience, education, or certification requirements of the new position specification shall show satisfactory progress to meet the new standards within six (6) months or may be subject to reclassification, transfer or dismissal.
- 13.7 Contents of Personnel File: Subsequent to hiring, a separate record file shall be prepared and maintained for each employee. These records shall be kept in the Human Resources Manager's office. It is the responsibility of each department director to ensure that the records of the employees are complete and up-to-date. The file shall contain a minimum of the following records:
  - A. The original application form;

- B. the originating personnel action showing occupation, position classification, date of beginning employment and salary and a signed receipt, evidence of receiving these Rules:
- C. Copies of personnel action forms.
- D. Copies of all performance evaluations, if applicable;
- E. Copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination, so long as the procedure applicable to written reprimands is followed;
- F. Records or certificates of educational training or orientation achievement completion;
- G. Records of disciplinary actions such as reprimands, suspensions, demotions or dismissal; and
- H. Application for retirement program.
- 13.8 Access to Personnel Files: Personnel files are the property of the City and access to the information they contain is restricted. Generally, only immediate supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their own file should contact the Human Resources Manager. With reasonable advance notice, employees may review their own personnel files in City's offices and in the presence of an individual appointed by the City to maintain the files.

## SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

- 14.1 Purpose: The purpose of this section is to recruit, employ and promote the most qualified applicants or employees to work in City employment. Employment and promotional opportunities shall be based solely upon ability and demonstrated competence, not upon extraneous factors. Age, sex, marital status, national origin, religion, race, sexual preference, political affiliation and handicaps not related to ability to perform the job sought, are declared extraneous factors that shall have no bearing on employment or promotional opportunities within City service.
- 14.2 Statement of Policy: It is the policy of the City to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, amended by the Equal Employment Opportunity Act of 1972 and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, in all employment and programs administered by the City. The City affirms that individuals will be considered for employment or promotion based on bona-fide occupational qualification only and best suited for a position. Each employee or prospective employee will be advised of this policy. All announcements or notices regarding position openings or opportunities will contain the words "An Equal Opportunity Employer".
- 14.3 Management Responsibility: The Human Resources Manager will consult with department directors to resolve internal complaints of employment discrimination filed by City employees or employment applicants. The Human Resources Manager shall be the referral officer for the City to receive notice of alleged unlawful employment practices from the Equal Employment Opportunity Commission (EEOC) as provided for in Public Law 88-352, Title VII, Section 706(C); 78 Stat. 241 (42 USC 2000e-5).

- 14.4 Complaint Procedures: Any employee or person refused employment or who believes he/she has been subjected to a discriminatory employment act or practice prohibited by federal or state law shall file with the Human Resources Manager a written and signed statement of facts setting out the basis of the complaint.
  - A. Upon receiving a written and signed complaint or upon receiving notice of an alleged unlawful employment practice from an individual, the Human Resources Manager or designee shall immediately conduct an investigation and attempt to resolve such complaint informally and forward copies of the investigation and results to the department director and City Manager.
  - B. If the process set forth in subsection A above does not resolve the complaint informally, it will go before a Hearing Officer appointed by the City Manager. The Hearing Officer shall conduct a hearing not more than forty-five (45) days after the complaint has been received by the Human Resources Manager. The complainant, complainant's attorney (if any), the City Manager, Human Resources Manager, City Attorney, department director, and the employee allegedly responsible for the discriminatory act or practice, shall be given five (5) days written notice of the hearing, together with a copy of the complaint filed with the Human Resources Manager.
  - C. At the hearing, the complainant and respondent shall have the right to be represented by counsel; all testimony shall be received under oath, and the Hearing Officer shall have the authority to issue administrative subpoenas for the attendance of any City employee as a witness.
  - D. The Hearing Officer shall report findings and recommendations in writing to the City Manager and department director not more than twenty (20) days after hearing the complaint. A full record of the proceedings shall be kept either by audio media or in writing by the Human Resources Manager in a confidential file.
- 14.5 Remedies: In the event the City Hearing Officer determines that a discriminatory act or practice has occurred, the City Manager may take appropriate action including, but not limited to, reinstatement, hiring or promotion of the aggrieved individual, with or without back pay, or any other equitable administrative relief necessary to correct and rectify the discriminatory act or practice. Nothing is this policy prohibits any aggrieved party from seeking remedy through the state or federal agency responsible for such actions.

#### SECTION XV: MISCELLANEOUS

- **15.1 Designated Work Areas**: All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep such areas neat and clean.
- **15.2 Personal Business**: Personal business shall not be conducted during work hours. While we live in a cellular-world, employees are expected to exercise good judgment when making or receiving personal phone calls. Personal calls shall not interfere with productivity or distract others. Personal calls shall be kept to a minimum while on duty.
- **15.3 Safety**: The City is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with federal and state regulations, and City policies and Safety Policies.

- A. Safety is every employee's responsibility; thus every employee is responsible for his or her personal safety, as well as, the safety of co-workers, visitors, and the public who come in contact with City services.
- B. Employees are responsible for the safe and efficient use of City facilities, equipment and vehicles, for conducting themselves in accordance with work rules and safety regulations and ensuring all activities are conducted and carried out in a safe and efficient manner.
- C. Safety equipment will be provided and used in accordance with OSHA regulations, City safety policies and other regulatory standards.
- **15.4 City Property**: Employees shall not misuse or destroy City property, records, or other material in their care, control, or custody; nor shall any City property, records, or other material be removed from the premises of the City offices unless written permission by the department director has been given. Employees shall not use City property, records or equipment for personal use.
- 15.5 City Vehicles: No City vehicle will be taken out of the City without permission of the department director and employees shall notify the department director of their destinations and itineraries. City vehicles shall be used for City business only. City vehicles may not be taken home unless designated permissible as defined in the City Take Home Vehicle Policy and adheres to Section 9.9 Fringe Benefits.
  - A. City vehicles shall not be used for personal business, except, as is incidental in commuting. Employee family members or passengers not on official City business are not allowed to ride in a City vehicle and strict adherence to this policy is directed to all employees operating a City vehicle.
  - B. Any damage to a City vehicle is to be reported immediately to the appropriate department head.
- 15.6 Personal Appearance: Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to customers and visitors.
  - A. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who meet the public, both internal and external, must dress in appropriate business attire at all times. Employees may observe casual dress on Friday if the above stipulation does not apply. Examples of questionable work attire are sun dresses with bare backs and/or shoulders, men's undershirts, excessively baggy, short, or tight clothing, sweatpants and shorts, for men or women, bare midriffs or excessively sheer fabrics unless adequate cover-up (jacket, sweater, etc.) is worn throughout the work day, and low-cut tops/blouses/shirts/dresses (e.g., if they expose "cleavage" when the employee is standing or sitting in a normal manner). Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.
  - B. Employees are required to maintain personal cleanliness.
  - C. An employee should consult their department director if they have questions as to what constitutes appropriate attire.

#### 15.7 Privileged/Confidential Information, Unauthorized Recordings, Eavesdropping:

#### A. It is a violation of this policy to:

- 1. Release or communicate information regarded as privileged or confidential to anyone not having a legitimate business need for the information.
- Read, interrupt, take or copy any message, document or communication intended for another without the consent of the intended recipient. Communications include, but are not limited to, statements made in person or phone during meetings, hearings, conferences, counseling, or conversations between employees or between employees and elected representatives.
- 3. Engage in electronic surveillance, eavesdropping, and unauthorized or secret tape recording of any communications between or among employees or elected representatives of the City without the knowledge of the person making such communications.
- 4. It is <u>not a violation</u> of this policy for employees to record communications with or among employees or citizen contacts in the course of official City business, or as otherwise expressly permitted by the Personnel Policy. This policy does not preclude tape recording when all parties to the communication are aware of the fact that the communication is being recorded or as required by statute for law enforcement contacts.
- 15.8 Searches & Surveillance: The City's employees should not expect privacy in their personal effects while on City property or on City time. Employee workplaces may be subject to video surveillance. The City may search lockers, desks, toolboxes, lunch sacks, clothing, City internet, City e-mail or City computer accounts and City electronic media/storage, a City vehicle, and any other item in which an unauthorized weapon or other contraband may be hidden. To the extent that an employee refuses to permit a search, such refusal may constitute grounds for disciplinary action.
- **15.9 Workplace Violence**: The City provides a safe work place for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence policy. All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.
  - A. Prohibited Conduct: The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.
    - 1. Causing physical injury to another person;
    - 2. Physical fighting:
    - 3. Making threatening remarks;
    - 4. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
    - 5. Intentionally damaging City property or property of another employee;
    - 6. Possession of a weapon while on City property or while on City business;

- 7. Committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.
- B. Reporting Procedures: Any potentially dangerous situations must be reported immediately in writing to a supervisor or the City Manager's office. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.
- C. Risk Reduction Measures: Hiring: The City takes reasonable measures to conduct background investigations to review candidate's backgrounds and reduce the risk of hiring individuals with a history of violent behavior.
- D. Safety: The risk management carrier conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all identified risk areas.
- E. Individual Situations: While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or department director if any employee exhibits behavior, which could be a sign of a potentially dangerous situation. Such behavior includes:
  - 1. Discussing the use of weapons in a threatening manner related to the workplace, or bringing them to the workplace;
  - 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
  - 3. Making threatening remarks;
  - 4. Sudden or significant deterioration of performance;
  - 5. Displaying irrational or inappropriate behavior.
- F. Dangerous/Emergency Situations: Employees confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual.
- G. Enforcement: Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to corrective or disciplinary action, up to and including dismissal. Non-employees engaged in violent acts on the City's premises will be reported to the proper authorities.

15.10 Final Paycheck: An employee who resigns shall receive a final paycheck on the first regularly scheduled payday following the employee's effective date of resignation. An employee dismissed shall receive a full paycheck by 5:00 p.m. on the fifth (5<sup>th</sup>) working day following dismissal or on the next payday, whichever occurs first, or as required by law. In the case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary or, if unnamed, to the employee's estate, on the next regularly scheduled payday.

**15.11 Uniforms:** An employee in a designated job with the City may be required to wear special clothing to perform the job function with patches, badges or other distinctive items as approved by the department director or the City Manager.

- 15.12 Return of Uniforms, Equipment & City Property: Upon severance from City service, all City issued uniforms, equipment, keys, cellular phones, laptop computers, etc. shall be returned to the City. Failure to do so shall result in possible legal action to recover the cost of missing items.
- 15.13 Gifts, Gratuities or Kickbacks: All employees are prohibited from accepting gifts or other considerations from anyone given with intent of modifying the employee's performance of duties or encouraging the employees to make purchases from the individual or business involved. Employees will maintain the highest moral standards and any attempt to influence employee's performance by a vendor or other person will be reported to the department director and City Manager.
  - A. It is unlawful for any City employee, as defined in §13-1-28 NMSA 1978, to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a financial interest with regard to matters pertaining to that trust. (§13-1-190 NMSA 1978)
  - B. Contingent fees prohibited: It is unlawful for a person or business to be retained or for a business to retain a person or business to solicit or secure a contract upon an agreement or understanding that the compensation is contingent upon the award of the contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and persons or businesses employed by the City which are providing professional services to the City in anticipation of the receipt of federal or state grants or loans (§13-1-192 NMSA 1978).
  - C. Contemporaneous employment prohibited: It is unlawful for a City employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the City by whom the employee is employed (§13-1-193 NMSA 1978).
  - D. Use of confidential information prohibited: It is unlawful for any City employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person (§13-1-194 NMSA 1978).
- 15.14 Normal Work Hours: Normal work hours will be based on a forty (40) hour workweek. All City offices shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless the department director and the City Manager approve a different work schedule. During a normal workday, the department director may authorize an unpaid full one-hour lunch breaks in accordance with departmental scheduling needs.
- **15.15 Reduced Work Hours**: The Board may reduce the number of work hours by resolution if the Board determines that the City budget will not sustain the normal work hours. Reduced work hours will apply to all full time employees of the City, with the possible exception of those employees in safety-sensitive or security-sensitive positions.
- **15.16 Separation from Service with the City**: Upon an employee's termination or resignation from the City, he or she may be required to complete an exit interview and separation report with the Human Resources Manager, and/or the department director.

#### **SECTION XVI: AUTHORITY**

**16.1 Rules:** These rules are promulgated on the authority granted in state and federal law and the Ordinance providing for these Rules.

**16.2 Savings Clause**: If any article, section, paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

#### SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY

City Ordinances 10-3.3 Personnel Rules and Regulations is hereby repealed, as well as all other City Ordinances or Resolutions relating to personnel, which are in conflict with the above provisions, by the adoption of this Ordinance.

APPROVED, ADOPTED, AND PASSED on this 22<sup>nd</sup> day of September, 2021.

SANDY WHITEHEAD, MAYOR	
A TELLOTE DAY	
ATTEST BY:	
ANGELA TORRES, CITY CLERK	



## EMPLOYEE ACKNOWLEDGEMENT FORM

CITY EMPLOYEE RECEIPT OF PERSONNEL POLICY ORDINANCE No. 719.

I acknowledge	owledge that on
(print name of employee)	(date)
I received an electronic/hard copy of the City Ordinance No. 719. I understand that the Personn provides the terms of and conditions of my employ am responsible for compliance with and understant the City's "Share" drive. I also understand that if I talk to my supervisor, department director or Hum that this receipt will be placed in my personnel file the policy.	of Truth or Consequences Personnel Policy el Policy is the law that controls, explains and ment with the City. I further understand that I ading all City Policies, which can be found on have questions concerning City policies I can an Resources at any time. I further understand
(Signature of Employee)	



### CITY OF TRUTH OR CONSEQUENCES

#### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: <u>F.4</u>

SUBJECT: Procurement Policy
<b>DEPARTMENT:</b> City Manager's Office
DATE SUBMITTED: September 15, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager
Summary/Background:
Discuss/Approve the Procurement Policy for the City of Truth or Consequences Resolution No. 23 21/22.
Recommendation:
Approve
Attachments:
Procurement Policy
Click here to enter text.
Chek here to effect text.
Fiscal Impact (Finance): Choose an item.
Click here to enter text.
Legal Review (City Attorney): Choose an item.
Click here to enter text.
Approved For Submittal By: ⊠ Department Director
Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.
Final Approval:   City Manager
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
□ Approved □ Denied □ Other: Click here to enter text.
File Name: CC Agenda 9-22-2021



# CITY OF TRUTH OR CONSEQUENCES

# **PRCUREMENT POLICY**



#### **RESOLUTION NO. 23 21/22**

## RESOLUTION ADOPTING A PROCUREMENT POLICY FOR THE CITY OF TRUTH OR CONSEQUENCS

**WHEREAS**, the City Commission of the City Truth or Consequences, met in a regular meeting on September 22, 2021, at 9:00 am, in the Commission Chambers at 405 West 3<sup>rd</sup> Street in Truth or Consequences, New Mexico 87901; and

WHEREAS, in accordance with the powers vested in a city commission, Section 3-14-12 NMSA 1978, the City Commission of the City Truth or Consequences has legal powers and authority to pass ordinances and other measures conducive to the welfare of the municipality and to perform all acts required for the general welfare of the municipality; and

WHEREAS, New Mexico municipalities are required to comply with state procurement laws, pursuant to NMSA 1978 annotated, 13-1-1 through 13-1-199; and,

WHEREAS, the city desires to use tax dollars in the most beneficial manner possible, while maintaining compliance with state procurement laws; and,

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Truth or Consequences hereby adopts a Procurement Policy, and shall operate to amend and repeal all other resolutions, standard operating procedures and policies covering purchasing regulations for the City of Truth or Consequences.

PASSED, APPROVED AND ADOPTED this 22th day of September, 2021.

Sandra Whitehead, Mayor	·
	ATTEST:
	Angela A. Torres, City Clerk

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#### 1. APPLICATION OF THE CODE (13-1-30)

The code applies to all expenditures by the City of Truth or Consequences for procurement of tangible personal property, services and construction.

- 1.1 Procurement involving the expenditure of federal funds, in addition to conforming to the Procurement Code and these regulations, must be conducted in accordance with the mandatory applicable federal laws and regulations. Such laws and regulations will supersede the New Mexico Procurement Code where the New Mexico Procurement Code is inconsistent with those federal laws and regulations.
  - A. Per NMSA 1978, Section 13-1-199, Procurement Code violations are;
    - 1) a fourth degree felony if the transaction involves more than \$50,000
    - 2) a misdemeanor if the transaction involves \$50,000 or less
- 1.2 The purposes of the Procurement Code are to provide for the fair and equitable treatment of all persons involved in public procurement, to maximize the purchasing value of public funds, and to provide safeguards for maintaining a procurement system of quality and integrity.
- 1.3 The provisions of these regulations/policies are subject to change as the State Procurement Code is amended. Any revision thereof that is inconsistent with the provisions of these regulations/policies shall rule.
- 1.4 The City of Truth or Consequences Commission shall delegate all procurement authority for the City to the Chief Procurement Officer and the Central Purchasing Department (CPD).

#### 2. DEFINITIONS

**GENERAL** Regulations regarding definitions are adopted to clarify those particular terms defined in the New Mexico Procurement Code (13-1-28 to 13-1-199 NMSA 1978-the "Procurement Code") and governed by Section 2 of these regulations. In each instance, the Procurement Code definition as set forth in the cited statutory section shall apply as modified or clarified by these definitions.

- 2.1 ADVANTAGEOUS (13-1-111) "Advantageous" as used in □13-1-111 NMSA 1978 is to be given an ordinary dictionary meaning. Advantageous denotes a judgmental assessment of what is in the City's best interest.
- 2.2 **AMENDENT** Amendment of these regulations/policies shall be executed by resolution approved by the Board of City Commissioners.
- 2.3 ARCHITECTURAL SERVICES (13-1-31) Architectural services shall not include work normally included within zoning, land use planning, or city or town planning.
- 2.4 **BIDDING TIME** means the period of time between publication of the invitation for bids and the date of bid opening.

- 2.5 **BID SAMPLE** means a sample to be furnished by a bidder to show the characteristics of the item offered in the bid.
- 2.6 **CAPITAL ASSET** A purchased capital asset will be property or a material item which has an expected useful life which normally will exceed one year and has a value exceeding five thousand (\$5,000) dollars. Capital assets purchased will be reported by Purchasing to the Finance Department.
- 2.7 CENTRAL PURCHASING DEPARTMENT (CPD) (13-1-37) The CPD for the City means that office responsible for the control of procurement of tangible personal property, services or construction, to enter into and administer contracts, and to make written determinations with respect thereof.
- 2.8 CONSTRUCTION (13-1-40) means building, altering, repairing, installing, or demolishing in the ordinary course of business any:
  - A. Road, highway, bridge, parking area or related project;
  - B. Building, stadium or other structure;
  - C. Airport, subway or similar facility;
  - D. Park, trail, athletic field, golf course or similar facility;
  - E. Dam, reservoir, canal, ditch or similar facility;
  - F. Sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;
  - G. Sewage, water, gas or other pipeline;
  - H. Transmission line;
  - I. Radio, television or other tower;
  - J. Water, oil or other storage tank;
  - K. Shaft, tunnel or other mining appurtenance;
  - L. Electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners;
  - M. Air conditioning unit, heating or other similar mechanical work; or similar work, structures or installations.
  - N. Air conditioning unit, heating or similar mechanical work; or similar work, structures or installations.

#### Construction shall also include:

- A. Leveling or clearing land;
- B. Excavating earth;
- C. Drilling wells of any type, including seismographic shot holes or core drilling; and
- D. Similar work, structures or installations.

Construction shall not include the in-house routine maintenance, operation or repair of existing facilities.

- 2.10 **CONTRACT** (13-1-41) means any agreement for the procurement of items of tangible personal property, services or construction. A purchase order alone can be a binding contract.
- 2.11 **CONTRACT MODIFICAT ION** (13-1-42) means any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract.

- 2.12 COOPERATIVE PROCUREMENT (13-1-44) means the procurement of any services, construction or items of tangible personal property that is obtained through joint participation in sponsoring of or administration of an effort to procure such items, together with any other State department, local public body, or external procurement unit in accordance with a cooperative procurement agreement or an agreement entered into under the Joint Powers Agreements Act.
- 2.13 COST ANALYSIS (13-1-45) means the evaluation of cost data and profit for the purpose of arriving at costs actually incurred by a contractor, estimates of costs to be incurred by a contractor and a profit to be allowed to a contractor.
- 2.14 COST DATA (13-1-46) means factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred by a contractor or which have been actually incurred by a contractor in performing the contract.
- 2.15 **DESCRIPTIVE LITERATURE** means information available in the ordinary course of business which shows the characteristics, construction or operation of an item which enables the City to consider whether the item meets its needs.
- 2.16 **DESIGNEE** A duly authorized representative of the CPD.
- 2.17 **DETERMINATION** (13-1-52) is the written documentation of a decision of the CPD, which must be in writing and include findings of fact and conclusions of law that support the decision reached. In any litigation, the determination will form a major portion of the record upon which the court will base its decision.
- 2.18 **DIRECT OR INDIRECT PARTICIPATION** (13-1-53) means involvement in the decision, approval, disapproval, recommendation, formulation of any part of a purchase request, or influencing the content of any specification, investigation, auditing or the rendering of advice.
- 2.19 **ELECTRONIC** (13-1-53.1) includes electric, digital, magnetic, optical, electronic or similar medium.
- 2.20 EMPLOYEE (13-1-54)An employee, for purposes of this policy, is any individual receiving salary, wages or per diem and mileage from the City. They can be elected officials and can even be non-compensated individuals who are performing personal services as an elected or appointed official or performing personal services in some other capacity for the City.
- 2.21 **EXTERNAL PROCUREMENT UNIT** (13-1-56) means any procurement organization not located in this state, which, if in this state, would qualify as a state department or a local public body. A department of the United States government, for example, is an external procurement unit.
- 2.22 **IMMEDIATE FAMILY** (13-1-62) refers only to spouse, children, parents, brothers and sisters and is not necessarily consistent with other state statutes regarding nepotism or other conflicts of interest involving relations.
- 2.23 LOCAL PUBLIC BODY (13-1-67) The word "City" is used in the regulation as a substitute for the term "local public body".

- 2.24 CITY RESIDENT BUSINESS (13-1-21) For purposes of applying the City Resident Business Preference, a City Resident Business is defined as a business that has applied to the City and been issued a City Business Preference Certificate by furnishing a current valid Business Registration; filed a statement that the business has maintained its primary place of business for at least one (1) year within the boundaries of the City, or primarily conducts its business within the City; and provided a copy of their Gross Receipts Tax return for the preceding year with their application; and paid any applicable fees. If a Corporation, the corporation must be registered to do business in the State of New Mexico and be in good standing.
- 2.25 MULTI-TERM CONTRACTS (13-1-68) means a contract having a term longer than one year.
- 2.26 MULTIPLE SOURCE AWARD (13-1-69) means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one bidder or offeror.
- 2.27 NOTICE OF INVITATION FOR BIDS (13-1-70) A document issued by the CPD and containing a brief description of the services, construction, or items of personal property to be procured. It also sets forth the location where the invitation for bid can be obtained, where bids are to be received, and the cost, if any, or copies of plans and specifications, the date and place of the bid opening and any other information as the CPD deems necessary.
- 2.28 **PRACTICABLE** (13-1-111) The word "practicable" is to be given an ordinary dictionary meaning. It denotes what may be accomplished or put into practical application, what is reasonably possible.
- 2.29 **PRICE AGREEMENT** (13-1-71) is any definite or indefinite quantity contract. The City shall issue a purchase order in order to obtain tangible personal property, services or construction under the definite quantity or indefinite quantity contract.
- 2.30 PRICE ANALYSIS (13-1-72) means the evaluation of pricing data without analysis of the separate cost components and profit.
- 2.31 PRICING DATA (13-1-73) means factual information concerning prices for items identical to or substantially similar to those being procured.
- **2.32 PROCUREMENT** (13-1-74)
  - A. Procurement includes the purchasing, renting, leasing, lease-purchasing or otherwise acquiring items of tangible personal property, services or construction.
  - B. Procurement also includes all aspects of purchasing, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of contract and contract administration. Thus, it is far more than the act of buying and bidding that forms the procurement process. Preparation of specifications upon which bidders will rely is also part of procurement, as is contract administration after the contract has been let.
- 2.33 PROFESSIONAL SERVICES (13-1-76) The services of architects, archaeologists,

- engineers, land surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, lawyers, psychologists, planners, researchers and persons or businesses providing similar services are professional services, which may be designated as such by the CPD.
- 2.34 **PURCHASE ORDER** (13-1-77) is the document issued by the CPD directing a contractor to deliver items of tangible personal property, services, or construction pursuant to an existing contract.
- 2.35 PURCHASE REQUEST-REQUISITION (13-1-78) Documents submitted by a using department to request that the CPD issue a contract for a specified service, construction or item of tangible personal property. An executed purchase order including all accompanying documentation is a contract.
- 2.36 **REGULATION** (13-1-80) refers to any rule, order or statement of policy, including amendments thereto and repeals thereof issued by the City, normally adopted by resolution or ordinance, which affect persons who are not members or employees of the City.
- 2.37 **RESPONSIBLE BIDDER** (13-1-82) is a bidder who submits a responsive bid and supplies, when required, sufficient information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery.
- 2.38 **RESPONSIBLE OFFEROR** (13-1-83) means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the request for proposals.
- 2.39 **RESPONSIVE BID** (13-1-84) is a bid which conforms in all material respects to the requirements established in the invitation for bids. Material aspects of a bid include but are not limited to price, quality, quantity or delivery requirements.
- 2.40 **RESPONSIVE OFFER** (13-1-85) is an offer which conforms in all material respects to requirements set forth in the request for proposals.
- 2.41 SERVICES (13-1-87) means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports or other material which are merely incidental to the required performance. Services include furnishing insurance, but do not include construction or the services of employees of the City.
- 2.42 SIGNATORY AUTHORITY The City CPD is the Administrator of the Purchasing office and is responsible for the control of procurement of items of tangible personal property, services, and construction for all City Departments and Agencies of the City. The City Manager shall have signatory authority for procurements, contracts, agreements, memoranda of understandings, memoranda of agreements, and joint powers agreements as authorized by the City's most current resolution.
- 2.43 SMALL PURCHASES (13-1-125) is any purchase of services, goods or construction which have a value that does not exceed the sum of Sixty Thousand and no/100 (\$60,000.00) Dollars, not including gross receipts tax.

2.44 UNAUTHORIZED PURCHASES Any purchase which is not legally and appropriately approved within the City budget or by appropriate City Commission action, or which does not substantially comply with the provisions of the City Procurement Code and State Statutes, particularly the

State Procurement Code, shall be considered an unauthorized City purchase, and thereby not subject to payment by the City. The City hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment and shall be subject to disciplinary action. All authorized purchases shall be legally budgeted or approved within an appropriate fund or agency account, or within an appropriate line item as approved by the City Commission. The requesting department has the responsibility of obtaining verification of budgets, accounts and line items before a requisition is submitted. Purchases which are not within the authorized budget, or otherwise have not received Purchasing or Finance Department verification, are unauthorized purchases. After determination by Purchasing of an unauthorized purchase, any questions regarding that purchase may be submitted to the City Manager. All unauthorized purchases shall be taken to the Board of City Commissioners which, at its discretion, may approve an unauthorized purchase for payment. Payment can only be made on an unauthorized purchase after it has been reviewed and approved pursuant to this section.

#### 3. CENTRAL PURCHASING DEPARTMENT (CPD) OF THE CITY

3.1 The CPD shall be responsible for the control of procurement for the City and shall perform all duties required by the Procurement Code and all other relevant statutes. The CPD shall also cooperate and coordinate with the State CPD, the CPD of other local public bodies, and the CPD of external procurement units to maximize the benefits to the City from such joint and cooperative efforts.

#### 4. EXEMPTIONS FROM THE PROCUREMENT CODE

- 4.1 **RELEVANT EXEMPTIONS** (13-1-98)
  - A. Training materials in printed or electronic format.
  - B. Printing and duplicating contracts involving materials which are required to be filed in connection with proceedings before administrative agencies or state or federal courts.
  - C. Purchases of publicly provided or publicly regulated electricity, gas, water, sewage and refuse collection services.
  - D. Purchases of books and periodicals from the publishers or copyright holders thereof.
  - E. Travel or shipping by common carrier or by private conveyance or for meals and lodging.
  - F. Purchase of animals to be used for exhibit.
  - G. Minor purchases consisting of magazine subscriptions, web-based or electronic

subscriptions, conference registration fees and other similar purchases where prepayments are required not exceeding \$10,000.

- H. Legal subscriptions and research services.
- I. The issuance, sale and delivery of public securities pursuant to the applicable authorizing statute with the exception of bond attorneys and general financial consultants.
- J. Purchase of advertising in all media, including radio, television, print and electronic.
- K. Works of art for museums or for display in public buildings or places; and
- L. Purchases of promotional goods intended for resale by the tourism department.

Note: Refer to State Procurement Code for complete listing of exemptions from the Procurement Code.

# 5. <u>COMPETITIVE SEALED BIDS</u>

- 5.1 **EXCEPTIONS** (13-1-102) All procurement shall be achieved by competitive sealed bids, except:
  - A. when competitive sealed proposals are authorized and determined to be in the best interest of the City (13-1-111 to 124; our Section 6);
  - B. for small purchases (13-1-125; or as identified in Section 15);
  - C. for sole source procurement (13-1-126; or as identified in Section 16.1);
  - D. for emergency procurements (13-1-127; or as identified in Section 16.2):
  - E. regarding existing contracts (13-1-129; or as identified in Section 17.1);
  - F. for purchases from anti-poverty program businesses (13-1-130; or as identified in Section 17.3).
- 5.2 **INVITATIONS FOR BIDS** (13-1-103) The CPD shall prepare or review and approve all invitations for bid, which shall contain:
  - 1. the specifications for the services, construction, or items of tangible personal property to be procured;
  - 2. all contractual terms and conditions applicable to the procurement;
  - 3. the location where bids are to be received;
  - 4. date, time, and place of the bid opening; and
  - 5. a notice that states: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In

addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

No notice of an invitation for bids shall be published prior to the completion or approval of the invitation for bids by the CPD.

- A. **BIDDERS** Any business requesting an invitation for bids packet shall, at the time the request is made, provide to the CPD its current mailing address and email address or be instructed to download the bid packet from the City's website.
- B. <u>AMENDMENTS TO INVITATION FOR BID</u> The CPD may amend the invitation for bid in compliance with the Procurement Code and City Regulations to:
  - 1) make any changes in the invitation for bids such as changes in quantity, purchase descriptions, specifications, delivery schedules, and opening dates;
  - 2) correct defects or ambiguities; or,
  - 3) furnish to other bidders information given to one bidder if such information will assist the other bidders in submitting bids or if the lack of such information would prejudice the other bidders.

The amendment shall be sent to all bidders who have supplied their current mailing or email address, pursuant to Subsection 5.3 of these regulations or instructed to view amendments on the City's website, within a reasonable time.

C. **BID FORM** The CPD shall prepare bid forms to be used by bidders responding to invitations for bid. Such forms may be changed from time to time and shall not be inconsistent with this policy.

#### D. BID SAMPLES AND DESCRIPTIVE LITERATURE

- 1) "Descriptive literature" means information available in the ordinary course of business which shows the characteristics, construction, or operation of an item which enables the City to consider whether the item meets its needs.
- 2) "Bid sample" means a sample to be furnished by a bidder to show the characteristics of the item offered in the bid.
- 3) Bid samples or descriptive literature may be required when it is necessary to evaluate required characteristics of the items bid.
- 4) Bid samples, when required, shall be furnished free of expense to the City and prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned <u>upon request</u> by mail, express or freight, collect. Each sample must be labeled to clearly show the bid number and the bidder's name.

#### E. **BIDDING TIME**

1) "Bidding time" means the period of time between publication of the invitation

- for bids and the date of bid opening.
- 2) The CPD shall allow a reasonable bidding time for preparation of bids, except when a shorter time is determined to be in the best interests of the City. In no event shall the bidding time be less than ten (10) calendar days.
- 5.3 **PUBLIC NOTICE** (13-1-104) Publications of invitations for bid or a notice thereof shall be made in one or more of the local and/or regional newspapers. Notices shall also be posted on the City website. In addition to publication, the requirements for sending notice or invitation for bids to prospective bidders may also be satisfied by distributing the documents through electronic means.
  - A. The CPD may authorize additional publication at its discretion.

#### B. Additional Notices:

- In addition to a publication of the invitation for bids or the notice of invitation for bids, the City shall send copies of the notice or invitation for bids when an expenditure involves more than
   \$15,000 to any businesses which have stated in writing an interest in submitting bids or have registered on the City's website clearly identifying their areas of interest for particular categories of items of tangible personal property, construction and services.
- 2) The CPD may establish registration fees for different categories of services, construction or items of tangible personal properties.
- 3) Such fees must be related to actual direct cost of furnishing copies of the notice or invitation for bids to prospective bidders. The fees shall be used exclusively for the purpose of furnishing such copies.
- PRE-BID CONFERENCES Pre-bid conferences may be conducted to explain the procurement requirements. They shall be announced to all prospective bidders known to have received an invitation for bids. The conference should be held after the invitation for bids has been issued to allow bidders to become reasonably familiar with it, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Nothing stated at the pre-bid conference shall change the invitation for bids unless a change is made by written amendment as provided in these regulations.

# 5.5 **RECEIPT AND ACCEPTANCE OF BIDS** (13-1-105)

- A. Bids must be accepted for consideration without alteration or correction except as authorized in the Procurement Code. Oral, telephonic and telegraphic or electronically transmitted bids (fax or email), except as specifically authorized by the City, are invalid and shall not be considered.
- B. Bids are to be evaluated on the requirements set forth on the invitation for bids. Any criteria which will affect the bid price, such as discounts, transportation costs, total or life cycle costs, must be objectively measurable and defined by regulation. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

C. Bid Filing All bids shall only be received at the City's physical address: City of Truth or Consequences; CPD; 505 Sims St, Truth or Consequences, NM 87901. Each bid received by the CPD shall be stamped received and labeled with date and time of filing. All bids shall be retained by the CPD in a secure place until the date and time for opening. Records relating to

Competitive sealed bids or proposal procurements must be retained for three (3) years.

D. Negotiations If the lowest responsible bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiations shall not be allowed if the lowest bid was more than ten percent over budget project funds (13-1-105 NMSA 1978).

# 5.6 **CORRECTION OR WITHDRAWAL OF BIDS** (13-1-106)

General Principles: Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected.

- A. A bid containing a mistake discovered before bid opening may be modified or withdrawn by a bidder prior to the opening by delivering a written or telegraphic notice to the CPD.
- B. After bid opening, no modifications in prices or other provisions of bids are permitted. However, a low bidder alleging a material mistake of fact which makes his bid non-responsive may be permitted to withdraw his bid if:
  - 1) The mistake is clearly evident on the face of the bid; or
  - 2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. The decision to permit or deny withdrawal of a bid on the basis of mistake is a decision to be made by the CPD and shall be supported by a determination setting forth the grounds of the decision.
- C. After the bid opening and prior to the award the following provisions apply in addition to those in the Procurement Code:
  - 1) Technical Irregularities Technical irregularities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, when there is no effect on the price, quantity, quality, delivery or contractual conditions. The CPD may waive such irregularities or allow the low bidder to correct them if either is in the best interest of the City. Examples include but are not limited to the failure of a low bidder to:
    - a. return the number of signed bids required by the invitation for bids; or
    - b. sign the bid, but only if the unsigned bid is accompanied by other material

indicating the low bidder's intent to be bound.

- 2) Mistakes where intended correct bid is evident. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the low bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- 3) All corrections or withdrawals allowed by the CPD shall be supported by a determination of the CPD and must be documented in writing and placed with the specific bid file.
- 4) If a bid is permitted to be withdrawn in accordance with the Procurement Code and these regulations, the bid security, if any shall be returned to the bidder (13-1-147B).
- 5.7 <u>BID OPENING (13-1-107)</u> Bids are to be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and each bid item (if appropriate), and other relevant information as may be specified by the CPD, together with the name of each bidder, shall be recorded in the procurement file and each bid shall be opened to public inspection after the bid has been awarded.
  - A. <u>Bid Opening Schedule</u> All bids opening schedules will be determined by the CPD.
  - B. <u>Bid Opening Committee</u> The Bid Opening Committee shall consist of:
    - 1) CPD
    - 2) An employee of the City
  - C. <u>Preparation For Award</u> The CPD is to review all bids and make a determination of which is the low bid meeting all specifications. The CPD may be aided in this process by an employee of the using department or a City employee with knowledge of the subject. A Tabulation Sheet shall be compiled which will include all bid amounts, exceptions to the specifications and comments. This report shall be submitted to the Commission to review prior to bid award, together with a list of all persons present at the bid opening.

#### 5.8 **BID AWARD** (13-1-108)

- A. Following award, a record showing the basis for the award shall be made part of the procurement file.
- B. Written notice of the award shall be sent to the successful (lowest responsive and responsible) bidder and shall be posted on the City website with reasonable promptness.
- C. Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts tax or applicable local option tax but

that the City shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

# 5.9 **MULTI-STEP SEALED BIDDING** (13-1-109)

- A. General When the CPD makes a determination that it is impractical to initially prepare specifications to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids. Thus, multi-step sealed bidding is a two-phase process consisting of a technical first phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by an Evaluation Committee and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsible bidder, and at the same time obtain the benefits of the competitive sealed proposal procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
- B. <u>Conditions for Use The multi-step sealed bidding method may be used when it is not practical to prepare initially a definitive purchase description which will be suitable to permit an award based on price. Multi-step sealed bidding may thus be used when it is considered desirable:</u>
  - 1) To invite and evaluate technical offers to determine their acceptability to fulfill the purchase description requirements;
  - 2) To conduct discussions for the purposes of facilitating understanding of the technical offer and purchase description requirements and, where appropriate, obtain supplemental information, permit amendments of technical offers, or amend the purchase description;
  - 3) To accomplish Paragraphs "a" and "b" of this Section prior to soliciting priced bids; and
  - 4) To award the contract to the lowest responsible bidder in accordance with the competitive sealed bidding procedures.
- C. <u>Pre-Bid Conferences in Multi-Step Sealed Bidding</u> Prior to the submission of unpriced technical offers, a pre-bid conference may be conducted by the CPD. The CPD may also hold a conference of all potential bidders at any time during the evaluation of the un-priced technical offers.

#### D. Procedure for Phase One of Multi-Step Sealed Bidding

- 1) <u>Form</u> Multi-step sealed bidding shall be initiated by the issuance of an invitation for bids. In addition to the normal requirements, the multi-step invitation for bids shall state:
  - a. that un-priced technical offers/submittals are requested:

- b. whether priced bids are to be submitted at the same time as un-priced technical submittals; if they are, such priced bids shall be submitted in a separate sealed envelope;
- c. that it is a multi-step sealed bid procurement, and priced bids will be considered only in the second phase and only from those bidders whose un-priced technical submittals are found acceptable in the first phase;
- d. that the City, to the extent the CPD finds necessary, may conduct oral or written discussions of the un-priced technical submittals;
- e. that the item being procured shall be furnished generally in accordance with the bidder's technical submittal as found to be finally acceptable and shall meet the requirements of the invitation for bids.
- E. Amendments to the Invitation for Bids offers, amendments to the invitation for bids shall be distributed only to bidders who submitted unpriced technical offers or to amend those submitted. If, in the opinion of the CPD, a contemplated amendment will significantly change the nature of the procurement, the invitation for bids shall be cancelled and a new invitation for bids issued.
- F. Receipt and Handling of Unpriced Technical Submittals Unpriced technical submittals shall not be opened publicly but shall be opened in the presence of the Bid Opening Committee. Such submittals shall not be disclosed to unauthorized persons or be made available to competing offerors.
- G. <u>Evaluation of Unpriced Technical Submittals</u> The unpriced technical submittals submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the invitation for bids. The unpriced technical submittals shall be categorized as:
  - 1) acceptable;
  - 2) potentially acceptable, that is, reasonably susceptible of being made acceptable; or
  - 3) unacceptable. The CPD shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.
  - 4) Submittals shall be evaluated by a committee selected by the CPD and approved by the City Manager for each multi-step IFB.
- H. <u>CPD Decision</u> The CPD may initiate phase two of the procedure if, in the CPD's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the CPD finds that such is not the case, the CPD shall issue an amendment to the invitation for bids or engage in technical discussions.
- Discussion of Unpriced Technical Submittals
   The CPD may conduct discussion with any bidder who submits an acceptable or potentially acceptable technical submittal. During the course of such discussions the CPD shall not

disclose any information derived from the one unpriced technical submittal to any other bidder. Once discussions are begun, any bidder who has not been notified that its submittal has been finally found unacceptable may submit supplemental information amending its technical submittal at any time until the closing date established by the CPD. Such submission may be made at the request of the CPD or upon the bidder's own initiative.

- J. Records The CPD shall keep written records of the date, place, attendance and purpose of meetings conducted pursuant to Subsection 5.13.i.
- K. Notice of Unacceptable Unpriced Technical Submittal When the CPD determines a bidder's unpriced technical submittal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its technical submittal.
- L. <u>Mistakes During Multi-Step Bidding</u>Mistakes may be corrected or bids may be withdrawn during phase one at any time. During Phase two, mistakes may be corrected or withdrawal permitted in accordance with the sections for mistakes governing regular sealed bids.

#### 5.10 **Procedure for Phase Two:**

- A. <u>Initiation</u> Upon the completion of phase one, the CPD shall either:
  - open priced bids submitted in phase one (if priced bids were required to be submitted) from bidders whose unpriced technical submittals were found to be acceptable; or
  - 2) if priced bids have not been submitted, technical discussions have been held, or amendments to the invitation for bids have been issued, invite each acceptable bidder to submit a priced bid.
- B. <u>Conduct</u> Phase two shall be conducted as any other competitive sealed bid procurement except:
  - 1) no public notice need to be given of this invitation to submit priced bids because such notice was previously given;
  - 2) unpriced technical offers of bidders who are not awarded the contract shall not be open to public inspection unless the CPD determines in writing that public inspection of such offers is essential to assure confidence in the integrity of the procurement process.

#### 5.11 **IDENTICAL LOW BIDS** (13-1-110)

- A. <u>Definition</u> Identical low bids are low responsive bids from responsible bidders which are identical in price after the application of the preferences referred to in Sections 13-1-21 to 13-1-22 NMSA 1978 and the City Local Business Preference, and which meet all the requirements and criteria set forth in the invitation for bids.
- B. Award When two or more identical low bids are received, the CPD may:

- 1) Award pursuant to the multiple source award provisions of the Procurement Code (see Sections 13-1-69, 13-1-153 and 13-1-154);
- 2) Award to a City resident business if the identical low bids are submitted by a resident business and a non-City resident business;
- Award to a resident business or resident veteran business or a resident contractor or resident veteran contractor if the identical low bids are submitted by a resident business or resident veteran business or resident contractor or resident veteran contractor, and a nonresident business;
- 4) Award to a bidder offering recycled content goods if identical low bids are for recycled content goods and virgin goods, as specified in the bid.
- 5) Award by lottery to one of the identical low bidders; or
- 6) Reject all bids and re-solicit bids or proposals for the required services, construction or items of tangible personal property.

#### 5.12 **BID SECURITY**

- A. Construction (13-1-146) Bidders for construction contracts procured by competitive sealed bid, RFP or multi-step bids must provide bid security when the price estimated by the CPD to exceed \$25,000, or as may be subsequently amended by Statute. The bid security shall be equal to at least five (5%) percent of the amount of the bid and shall be a bond provided by a surety company authorized to do business in this state or by certified or cashiers check.
- B. Other Purchases Bidders for other purchases/contracts procured by competitive sealed bid may be required to provide bid security when the price is estimated by the CPD to exceed \$25,000. The bid security shall be equal to at least five (5%) percent of the amount of the bid and shall be a bond provided by a surety company authorized to do business in this state, or by cashiers or certified check.

#### C. Rejection of Bids (13-1-147)

- 1) When the invitation for bids requires bid security, failure to provide such security is grounds for rejection;
- 2) If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or its surety.

# D. <u>Bid and Performance Bonds and Other Security</u> (13-1-148)

- 1) Bid security, performance bonds or other security may be required for contract for items of tangible personal property or services as the CPD deems necessary to protect the City.
- 2. Any such bonding requirements shall not be used as a substitute for a determination of the responsibility of a bidder or offeror.
- 3. See small business provisions regarding reduction of security (17.4.d).

4. As to performance and payment bonds required for construction contracts, see the requirements of Section 13-4-18 NMSA 1978 and Section 22.

#### 6. <u>COMPETITIVE SEALED PROPOSALS</u>

- 6.1 <u>CONDITIONS FOR USE</u> (13-1-111) Competitive sealed proposals may be used when:
  - A. Procuring professional services; or
    - 1) When the CPD or designee makes a determination that the use of competitive sealed bidding is either not practicable or advantageous to the City.
    - 2) Competitive sealed proposals and multi-step bidding may be used for the procurement of construction to assess and evaluate quality, value engineering and price.
  - B. Differentiated from Competitive Sealed Bidding The competitive sealed proposals method differs from competitive sealed bidding in three important ways:
    - 1) The proposal may or may not include price; and
    - 2) It permits discussions with competing offerors; and
    - 3) It allows comparative judgmental evaluations to be made when selecting among acceptable proposals for award of the contract.

#### C. WHEN COMPETITIVE SEALED BIDDING IS NOT PRACTICABLE

Competitive sealed bidding is not practicable unless the nature of the procurement permits award to a low bidder who agrees by its bid to perform without condition or reservation in with accordance of the purchase description, delivery or performance schedule, and all other terms and conditions of the invitation for bids. Factors to be considered in determining whether competitive sealed bidding is not practicable include:

- 1) Whether the contract needs to be other than a fixed-price type;
  - a. Whether oral or written discussions may need to be conducted with offerors concerning technical and/or price aspects of their proposals/technical submittals;
  - b. Whether offerors may need to be afforded the opportunity to revise their proposals/technical submittals, including price;
  - c. Whether award may need to be based upon a comparative evaluation as stated in the request for proposals of differing price, quality and contractual factors in order to determine the most advantageous offering to the City. Quality factors include technical and performance capability, and the content of the technical proposal; and

d. Whether the primary consideration in determining award may not be price; or if price is insignificant.

#### D. WHEN COMPETITIVE SEALED BIDDING IS NOT ADVANTAGEOUS

A determination may be made to use competitive sealed proposals or a multi-step bidding process if it is determined that it is not advantageous to the City, even though practicable to use competitive sealed bidding. Factors to be considered in determining whether competitive sealed bidding is not advantageous include:

- 1) If prior procurements indicate that competitive sealed proposals may result in a more beneficial contract; and/or
- 2) If the factors listed in Paragraphs "b" through "d" of Subsection 6.1 are desirable in conducting a procurement but not necessary; then such factors may be used to support a determination that single phase competitive sealed bidding is not advantageous.
- E. **REQUEST FOR PROPOSALS** (13-1-112) Competitive **sealed** proposals are solicited through a request for proposals and shall include the same material that an invitation for bids includes; the request should include the following:
  - 1) The specifications for the services or items of tangible property to be procured;
  - 2) All contractual terms and conditions applicable to the procurement;
  - Instructions and information to offerors, including the location where proposals are to be received and the date, time and place where proposals are to be received and reviewed;
  - 4) All of the evaluation factors, including price, if any, when applicable:
  - 5) A statement that discussions may be conducted with offerors who submit proposals determined to be reasonably assured of being selected for award, but that proposals may be accepted without such discussions;
  - 6) A statement of when and how price should be submitted; and
  - 7) A notice that states: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

The Request for Proposals may incorporate documents by reference, provided that the request specifies where such documents can be obtained. The Request for Proposals shall require written acknowledgment of the receipt of all amendments issued. The manner in which proposals are to be submitted, including any forms for that purpose, may be designated as a part of the Request for Proposals. The RFP may also include other requirements in addition to these requirements.

F. PUBLIC NOTICE (13-1-113). The Request for Proposals shall be published not

less than ten (10) calendar days prior to the date set for the receipt of the proposals. The Request for Proposals must be published once in a newspaper of general circulation in the City.

- 1) The CPD shall send copies of the RFP to those businesses which have signified in writing an interest in submitting proposals a nd which have paid any required fees, or distributed in accordance with Paragraph 5.8.
- 2) A copy of the RFP shall be made available for public inspection and shall be posted at the City Department.

#### G. RECEIPT AND REGISTRATION OF PROPOSALS

- Proposals will be received publicly in the presence of one or more witnesses.
   Proposals and modifications should be time stamped upon receipt and held in a secure place until the established due date.
- 2) After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each offeror, a description sufficient to identify the service or items of tangible personal property offered, the names of the required witnesses and such other information as may be specified by the CPD.
- 3) The register of proposals shall be open to public inspection.
- 4) Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract.
- 5) Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.
- 6) Records relating to competitive sealed bids or proposal procurements must be retained for three (3) years.
- H. EVALUATION OF PROPOSALS (13-1-114) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of professional service required, and shall be based on the evaluation factors set forth in the Request for Proposals. (13-1-114) states that proposals shall state the "relative weight to be given to factors in evaluating proposals". For the purpose of conducting discussions, proposals shall be initially classified as:
  - 1) Acceptable;
  - 2) Potentially acceptable, that is, reasonably assured of being made acceptable; or
  - 3) Unacceptable (offerors whose proposals are unacceptable shall be so notified promptly).
  - 4) Proposals shall be evaluated by a committee selected and/or approved by the

CPD for each request for proposals. The identity of the members of that committee shall not be public record until after award of a contract.

#### I. **NEGOTIATIONS** - Selection (13-1-115)

- 1) Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals.
- 2) Revision may be permitted after submissions of proposals but prior to award and for the purpose of obtaining the best and final offers in response to a Request for Proposals. Negotiations may be conducted with responsible offerors found to be reasonably likely to be selected for award.
- 3) When the City is procuring professional services, negotiations shall be conducted with the highest qualified business at compensation determined in writing to be fair and reasonable to both parties. Section 6.8 shall not apply to architects, engineers, landscape architects and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978.
  - a. Discussions are held to promote understanding of the City's requirements and offerors' proposals and to facilitate arriving at a contract that will be most advantageous to the City, taking into consideration price, if any, and the other evaluation factors set forth in the Request for Proposals.
  - b. In making this decision, the City shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature thereof.
  - c. The CPD shall keep a record of the date, place and purpose of meetings, and those attending.
  - d. Should the City be unable to negotiate a satisfactory contract with the business to be the first and most qualified, at a price determined to be fair and reasonable to both parties, negotiations with that business shall be terminated. The City shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, negotiations with the third most qualified business may commence. Should negotiations fail with the first, second or third most qualified business, additional businesses, if any, shall be ranked in order of qualifications.
  - e. Negotiations shall continue until a contract is signed with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.

(Commentary: The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.)

J. AWARD (13-1-117) The award shall be made to the responsible Offeror whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The CPD shall make a written determination showing the basis on which the award was found to be most

- advantageous to the City based on the factors set forth in the Request for Proposals.
- 1) All awards resulting from RFP's and bids must be approved by the Board of City Commission.
- K. **POST NOTICE** After a contract has been awarded, notice of award shall be given to all offerors and posted on the City website.

#### 7. PREFERENCES

#### 7.1 **RESIDENT BIDDER PREFERENCE**

The City of Truth or Consequences allows certain preferences to New Mexico Resident Businesses and New Mexico Resident Veteran businesses in accordance with 13-1-21 & 13-1-22, and to New Mexico Resident Contractors and New Mexico Resident Veteran Contractors in accordance with 13-4-2 NMSA 1978. In addition, the City allows a preference to City Resident Businesses as defined in paragraph 2.24 of this policy. The City Business preference shall be in addition to the New Mexico Resident Business or New Mexico Resident Veteran business preference as allowed in 13-1-21-& 13-1-22 NMSA 1978.

#### 8. <u>SPECIFICATIONS</u>

- 8.1 **REOUIREMENT** (13-1-164, 165 and 166)
  - A. All specifications shall be drafted to insure maximum practicable competition.
  - B. Brand name specification may be used only when the CPD determines that only the identified brand name item will satisfy the needs of the City.
  - C. The CPD shall attempt to identify as many sources as possible from which the designated brand name items can be obtained and shall achieve whatever price competition is practicable. A sole source procurement may be made.

# 8.2 **BRAND NAME OR EQUAL SPECIFICATIONS** (13-1-167 and 168)

- A. Normally, brand names or equal specifications shall include a description of the particular design, function or performance characteristics required. However, if the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, such a detailed description is not necessary.
- B. Where brand name or equal specifications is used in a solicitation, the solicitation shall contain explanatory language that the use of the brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition.

#### 9. MISCELLANEOUS BID AND PROPOSAL MATTERS

9.1 REJECTION OR CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS (13-1-131) An invitation for bids, a Request for Proposals, or any

other solicitations may be cancelled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the City. A determination containing the reasons therefor shall be made part of the procurement file. Budgetary constraints may be a determining factor for cancellation of bids and proposals.

- A. <u>Prior to Opening</u> An Invitation For Bid or Request For Proposals may be cancelled in whole or in part prior to opening when the CPD makes a written determination that such action is in the City's best interests for reasons including but not limited to:
  - 1) The City no longer requires the services, construction or items of tangible personal property;
  - 2) The City no longer can reasonably expect to fund the procurement; or
  - 3) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
- B. After Opening After opening but prior to award, all bids or proposals may be rejected in whole or in part when the CPD makes a written determination that such action is in the City's best interest for reasons including but not limited to:
  - 1) All of the bids and proposals are non-responsive;
  - 2) The services, construction or items of tangible personal property being procured are no longer required;
  - 3) Ambiguous or otherwise inadequate specifications are part of the solicitation;
  - 4) The solicitation does not provide for consideration of all factors of significance to the City;
  - 5) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - 6) There is a reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
- C. Rejection of Individual Bids Bids submitted pursuant to competitive sealed bidding or in the second phase of multi-step sealed bidding may be rejected pursuant to the Procurement Code and these regulations for reasons which include but are not limited to:
  - 1) The business that submitted the bid is non-responsible;
  - 2) The bid is not responsive; or
  - 3) The service, construction or item of tangible personal property offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the invitation for bids.

- D. Rejection of Individual Proposals "Proposal" means any offer submitted in response to any solicitation, including an offer under the Procurement Code and these regulations for a small purchase, but not including a bid as defined in Section 9.1.c. Unless the solicitation states otherwise, proposals need not be unconditionally accepted without alteration or correction, and the City's stated requirements may be revised or clarified after proposals are submitted. This flexibility must be considered in determining whether reasons exist for rejecting all or any part of a proposal. Reasons for rejecting proposals include but are not limited to:
  - 1) The business that submitted the proposal is non-responsible;
  - 2) The proposal is not responsive; or
  - 3) The proposed price is clearly unreasonable.
  - 4) Budgetary constraints (9.1.a.2)
- E. <u>Notice</u> When an Invitation For Bid or Request For Proposal is cancelled, or when a bid or response is rejected in whole or in part, notice shall be sent to all businesses solicited and the notice shall:
  - 1) Identify the solicitation;
  - 2) Briefly explain the reason for cancellation; and
  - 3) When appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar services, construction or items of tangible personal property.
- F. Records When bids or proposals are rejected, or a solicitation cancelled after bids or proposals are received, the bids or proposals which have been opened shall be retained in the procurement file. Unopened bids or proposals shall be returned to the bidders or offerors upon request, or, if no such request is made, such bids or proposals may be destroyed after the time for filing a protest has passed. Records relating to competitive sealed bids or proposal procurements must be retained for three (3) years.

## 9.2 **IRREGULARITIES IN BIDS OR PROPOSALS** (13-1-132)

The CPD may waive technical irregularities in the form of the bid or proposal of the low bidder or Offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offered by making a determination.

#### 9.3 **RESPONSIBILITY OF BIDDERS AND OFFERORS** (13-1-133)

a. If a bidder or offeror who otherwise would have been awarded a contract is found not to be a responsible bidder or offeror, a determination that the bidder or offeror is not a responsible bidder or offeror, setting forth the basis of the finding shall be prepared by the CPD. The failure of a bidder or offeror to promptly supply information connected with inquires with respect to responsibilities is grounds for

- a determination of non-responsibility.
- b. <u>Standards</u>. Factors to be considered in determining whether the standard of responsibility has been met include but not limited to whether a bidder or offeror has:
  - 1) Submitted a responsive bid;
    - Adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids;
    - b. A satisfactory record of performance;
    - c. A satisfactory record of integrity;
    - d. Qualified legally to contract with the City;
    - e. Supplied all necessary information and data in connection with the inquiry concerning responsibility;
    - f. Suspension or debarment under Section 19.
- c. <u>Ability to Meet Standards</u> The bidder or offeror may demonstrate the availability of adequate financial resources, production or services facilities, personnel and experience by submitting upon request:
  - 1) Evidence that such contractor possesses such necessary items;
  - 2) Acceptable plans to subcontract for such necessary items; or
  - 3) A documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.

# 9.4 **PRE-OUALIFICATION OF BIDDER** (13-1-134).

- A. Businesses may be pre-qualified by the CPD for particular types of services, construction or items of tangible personal property.
- B. Any mailing lists of potential bidders or offerors shall include but not be limited to such pre-qualified businesses. Businesses may pre-qualify with the CPD by completing a bidder's application form, to be obtained from the CPD or register on the City's website.
- C. The fact that a business has been pre-qualified by the CPD does not represent a finding of responsibility.
- D. Businesses may also be pre-qualified by the CPD by obtaining a City Local Preference Certification.

#### 10. CONTRACT MATTERS

# 10.1 UNIFORM CONTRACT CLAUSES (13-1-170).

- A. The City may require that contracts include uniform clauses providing for termination, price adjustment, adjustment in time or performance, etc. The following are specifically allowed to be included as uniform contract clauses by statute:
  - 1) Unilateral right of the City to order in writing changes in the work within the scope of the contract and temporary stoppage of the work or delay or performance;
  - 2) Variations occurring between estimated quantities of work in a contract and actual quantities;
  - 3) Liquidated damages;
  - 4) Permissible excuses for delay or non-performance;
  - 5) Termination for default;
  - 6) Termination in whole or in part for convenience of the City;
  - 7) Assignment clauses providing assignment by the contractor to the City of causes of action of state or federal anti-trust statutes;
  - 8) Indemnification of subcontractors;
  - 9) Uniform subcontract clauses.

#### **10.2 PRICE ADJUSTMENTS** (13-1-171)

- A. Adjustments in price shall be computed in one or more of the following ways as specified in the contract:
  - 1) By agreement on a fixed price adjustment before commencement of performance or as soon thereafter as is practicable;
  - 2) By unit price as specified in the contract or subsequently agreed upon:
  - 3) By the cost attributable to the events or conditions as specified in the contract or subsequently agreed upon;
  - 4) By a provision for both upward and downward revision of stated contract price upon the occurrence of specified contingencies if the contract is for commercial items sold in substantial quantities to the general public with prices based upon established catalogue or list prices in a form regularly maintained by the manufacturer or vendor and published or otherwise available for customer inspection. In the event of revision of the stated contract price, the contract file shall be promptly documented by the CPD;

- 5) In any other manner agreed upon by the parties.
- 6) In the absence of agreement of parties by unilateral determination, reasonably computed by the City of the costs attributed to the events or conditions.

#### 11. TYPES OF CONTRACTS

#### 11.1 **IN GENERAL** (13-1-149)

- A. Except as provided in the procurement code, any type of contract, including but not limited to definite quantity and infinite quantity contracts and price agreements are allowed which will promote the best interests of the City.
- B. However, a cost plus a percentage of cost contract is prohibited except for the purchase of insurance.
- C. A cost reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required.

#### 11.2 **MULTI-TERM CONTRACTS** (13-1-150,151 and 152)

- A. Pre-requisites. Prior to the utilization of a multi-term contract, the CPD shall determine that:
  - 1) The estimated requirements over the period of a contract are reasonably firm and continuing; and
  - 2) The contract will serve the best interests of the City.
- B. A multi-term contract may be entered into for any period of time not to exceed:
  - 1) Four (4) years for items of tangible personal property, construction or services (except for professional services) if the contract amount is under \$20,000;
  - 2) In rare instances, a contract including all extensions and renewals for items of tangible personal property, construction or services (except for professional services), may be extended to eight (8) years; and
  - 3) A contract for professional services may not exceed a term of four (4) years, including all extensions and renewals except that a multi-term contract for the services of trustees, escrow departments, registrars, paying departments, letter of credit issuers and other forms of credit enhancement; and other similar services excluding bond attorneys, underwriters and financial advisors with regard to the issuance, sale and delivery of public securities may be for the life of the securities or as long as the securities remain outstanding.
  - 4) Availability of funds Payment and performance of obligations for any succeeding fiscal periods are subject to the availability and appropriation for funds therefor.
  - 5) Cancellation If funds are not appropriated or otherwise made available to

support continuation of the multi-term contract, the contract shall be cancelled.

#### 12. COST OR PRICING DATA

#### 12.1 **WHEN APPLICABLE** (13-1-138)

A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$25,000 and is to be awarded by a method other than competitive sealed bids and when such data is required to be provided by the CPD.

#### 12.2 **WHEN NOT REOUIRED** (13-1-139)

- A. Cost or Pricing data is not required when:
  - 1) The procurement is based on competitive sealed bid;
  - 2) The contract price is based on established catalog prices or market prices;
  - 3) The contract price is set by law regulation; or
  - 4) The contract is for professional services.

#### 12.3 **CHANGE ORDERS OR CONTRACT MODIFICATIONS** (13-1-140 and 141)

- A. When required by the CPD, a contractor shall submit cost or pricing data prior to the execution of any change order or contract modification regardless of whether or not the pricing data was required in connection with the initial award of the contract if the change order or modification involves aggregate increases or decreases that are expected to exceed \$25,000;
- B. However, the submission of cost or pricing data relating to change orders or contract modifications shall not be required when unrelated change orders or contract modifications for which cost of pricing data would not be required, or consolidated for administrative convenience.
- 12.4 <u>CERTIFICATION</u> (13-1-142) The contractor, whether actual or prospective, shall submit certification of the cost or pricing data that at to the best of its knowledge and belief that cost or pricing data submitted was accurate, complete and current as of a specified date.
- 12.5 **PRICE ADJUSTMENT PROVISION** (13-1-143) Whenever cost or pricing data are required the certification shall contain a provision stating that the price to the City (including profit or fee) shall be adjusted to exclude any significant sums by which the City reasonably finds that such a price was increased because the contractor furnished cost or pricing data was inaccurate, incomplete or not current as of the date specified.
- 12.6 <u>COST OR PRICE ANALYSIS</u> (13-1-144) A cost or price analysis may be conducted prior to the award of a contract other than one awarded by competitive sealed bidding. A written record of such cost or price analysis shall be made part of the procurement file.

12.7 <u>COST PRINCIPLES</u> (13-1-145) The City may negotiate the principles for determining the allowability of incurred costs for the purpose of reimbursing costs to a contractor.

#### 13. MULTIPLE SOURCE AWARD

#### 13.1 **LIMITATIONS ON USE** (13-1-153)

- A. A multiple source award may be made when awards to two or more bidders or offerors are necessary for adequate delivery of goods or services;
- Multiple source awards shall not be made when a single award will meet the needs of the City without sacrifice of economy or service. A multiple source award may be based on the lowest responsible bid or proposal received in each geographical area.
- 13.2 **DETERMINATION REOURED** (13-1-154) The CPD shall make a determination setting forth the reasons for multiple source awards.

#### 14. STANDARD PURCHASING PROCEDURES

#### 14.1 **RECEIPT OF GOODS** (13-1-157)

- A. The using department is responsible for inspecting and accepting or rejecting deliveries.
- B. The using department shall determine whether the quantity and quality of the goods meet the specifications of the purchase order or contract.
- C. In the event that the using department determines that delivery is unacceptable, the using department shall immediately notify the CPD.
- D. The using department shall notify the vendor of rejection and the vendor shall promptly make satisfactory replacement or supplementary delivery.
- E. In the event the vendor fails to comply, the City shall not have any obligation to pay for non-conforming items of tangible personal property.
- F. If delivery is acceptable, the using department shall certify proper delivery to the Finance Department by signing the packing slip or payment voucher that all goods or services have been received and accounted for. The receiving report shall be submitted to the Finance department within 2 (two) working days of accepted delivery.

# 14.2 **PAYMENT OF PURCHASES** (13-1-158)

- A. No payment shall be made unless the using department certifies that the services, construction or items of personal property have been received and meet specifications, or unless prepayment is permitted under Section 4.1 (being Section 13-1-98 NMSA 1978) by exclusion of the purchase from the Procurement Code.
- B. Department Heads and authorized employees shall fully cooperate with the

Finance Department to assure timely completion of the accounts payable packet.

- C. An accounts payable packet shall include the following: accounts payable voucher, invoice, change order (if any), purchase order, quote documentation, receiving report, and p acking slips (if any).
- D. A credit card accounts payable packet shall include the following: accounts payable voucher, receipts/invoices, signatures of users and department heads and liaisons, approvals for travel and agendas (if applicable), justifications for purchases, all proper coding of expenditures. Except for travel purposes, all credit card purchases must have a purchase order prior to the expenditure.
- 14.3 **RIGHT TO INSPECT THE PLANT** (13-1-159) A contract or solicitation therefor may include a provision allowing the City at reasonable times to inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded.

#### 14.4 **AUDITS** (13-1-160 and 161)

- A. The City may at reasonable times and places audit the books and records of any person who has submitted cost or pricing data to the extent that such books or records relate to such cost or pricing data.
- B. Contractors supplying cost or pricing data must maintain books and records that relate to such data for three years from the date of final payment under the contract unless a shorter period is authorized in writing.
- C. The same provisions relate in an audit of the books and records of any contractor or subcontractor under a negotiated contract or subcontract other than a firm fixed price contract.

# 15. <u>SMALL PURCHASES</u> (13-1-125)

- 15.1 <u>APPLICATION</u> The provisions of this regulation apply to purchases of services or goods with a value not exceeding sixty thousand (\$60,000.00) Dollars.
- 15.2 **DIVISION OF REQUIREMENTS / SPLITTING PURCHASES** Procurement requirements shall not be artificially divided so as to constitute a small purchase. Splitting purchases of the same or similar materials or services is prohibited.
- 15.3 PURCHASE REOUISITION/ORDER REOUIRED

  No purchase shall be made by any City employee without a purchase order number. This number must appear on the vendor's invoice. Should an employee make an unauthorized purchase without a purchase order number, that employee will be liable for payment for that particular purchase and may be subject to disciplinary action, or at the City Managers discretion, submit the unauthorized purchase(s) to the Commission in a public meeting for a determination. During the public meeting, the Commission may approve or reject payment.
- 15.4 <u>PURCHASE REOUESTS</u> (13-1-169) The using department's request for procurement must contain a statement of need, the general characteristics of the item of tangible personal property, construction of service desired, and a statement of the

quantity desired and quality desired.

- A. The head of the using department is responsible for securing specifications for needed services or items.
- B. Any employee who has prior written authorization from their department head, filed with the CPD, may submit requisition orders and pick up orders for their department with an approved purchase order.
- C. No requisition will be processed or items purchased without a requisition that is completely entered in the City's purchasing system; and submitted by a City employee who has authorization from the using department head, and the authorization form filed in the CPD.
- D. <u>Placing Order</u> Upon receiving a purchase order, the using department shall contact the vendor and place the order for goods or services to be received.
- E. <u>Completed Order</u> Immediately upon receipt, all goods must be inventoried and receipt acknowledged by the using department in writing when the accounts payable voucher is submitted to the Accounts Payable Department for payment. The using department shall inventory and verify that the goods were received in acceptable and satisfactory condition by signing the packing slip and the accounts payable voucher and submitting it to Finance.
- F. <u>Changes to Purchase Orders</u> The only changes allowed to an approved purchase order are the price or adding shipping or sales tax, if applicable. Quantity ordered or item descriptions cannot be changed. All purchase order changes can be achieved by utilizing a Change Order Form.
- 15.5 **PURCHASE REQUISITION:** All purchases, regardless of amount require that a requisition be submitted to the CPD and that an approved purchase order be issued prior to making a purchase. An appropriate requisition shall be entered by an authorized department employee as recorded in the CPD, and shall contain all information as required by the CPD to include but not limited to:
  - A. Date
  - B. <u>Line Item No.</u>: The appropriate budgeted line item account number must be shown on each requisition. It is the authorized employee's responsibility to assign the line item account number to the requisition.
  - C. Recommended Source: Vendor to who the purchase order may be issued.
  - D. <u>Item Number and Unit Quantity:</u> Specify unit and amount per unit being requested.
  - E. <u>Article/Description:</u> Full description of the items included. Part number/ catalog number or services should be sufficiently complete to identify the item being purchased and to allow processing of the requisition without requesting additional information. Common use items may be identified by brand names.
  - F. Unit Price Amount: Estimated cost per unit and a total estimated cost for line item.
  - G. <u>Required Date of Delivery</u>: Indicate required date of delivery for item to be purchased. Also indicate delivery method and location.
  - H. Department: Enter department initiating the requisition.
  - I. Requisitioned By: Enter name of authorized employee.
  - J. <u>Quotes:</u> Attach written quotes obtained from vendors in compliance with the Small Purchase regulations (see sec. 15.6)

 Incomplete requisitions shall be returned to the requesting department for correction or additional supporting documents. Only after a requisition is deemed complete and accepted by the CPD, will a purchase order be processed.

#### 15.6 <u>SMALL PURCHASES OF \$20,000 OR LESS</u>

A. Purchases under \$20,000 Purchases of services, construction, or tangible personal property having a value not exceeding twenty thousand dollars (\$20,000), based on the best obtainable price, shall be accomplished with a direct purchase order.

# 15.7 SMALL PURCHASES OF ITEMS OF TANGIBLE PERSONAL PROPERTY. CONSTRUCTION AND NON PROFESSIONAL SERVICES EXCEEDING \$20.000 BUT NOT EXCEEDING \$60.000 (OUOTATIONS REOUIRED)

#### A. Quotation to be Obtained:

- 1. When a determination has been made by the requesting department, based on pricing estimations, that a purchase will or may exceed twenty thousand dollars (\$20,000) but not exceeding sixty thousand dollars (\$60,000), not including tax and/or shipping and handling, no fewer than three (3) businesses shall be solicited via written requests containing the specifications for the procurement to submit written quotations that are recorded and placed in the procurement file and attached to the purchase requisition and purchase order.
- 2. The requesting department shall make every effort to solicit three (3) written quotations from vendors or via electronic means. The requesting department shall document and keep record of every attempt to get quotations.
- 3. In the event there are not three (3) known vendors which have goods/services available, less than three (3) quotes are permissible provided the CPD has verified that the requesting department has made every reasonable attempt to obtain three (3) quotes.
- 4. The name of the business submitting the quotation, and the telephone number, the date the quote was received and the amount shall be attached to the requisition and the purchase order, which shall be maintained as a public record in the CPD files.
- 5. Disclosure. Prior to award, the contents of any response to a quotation shall not be disclosed to any other business from which the same request for quotation is also being solicited.
- 6. The requesting department is required to enter a requisition complete with an adequate description of quantity, quality, and type of goods or services needed. In the requisition, the requesting department must list the names of the three (3) vendors of whom quotes were obtained from.
- 7. The CPD shall review all written quotes to determine if additional quotes are necessary to obtain better pricing. If applicable, the CPD will solicit quotes.

- 8. All purchases exceeding \$60.000.00 shall require formal bid procedures and legal advertisement as stated in Chapter 13, New Mexico State Statutes unless a City, City, State, GSA or Cooperative price agreement/contract will be utilized (see Sec.17.1). The CPD shall execute, manage and direct the formal solicitation process.
- 9. Award Award shall be made to the business offering the lowest acceptable quotation.
- 10. The CPD may consolidate procurements.

# 15.8 <u>SMALL PURCHASES OF PROFESSIONAL SERVICES NOT EXCEEDING SIXTY THOUSAND (\$60,000) DOLLARS:</u>

- A. All professional services (except for the services of architects, engineers, landscape architects, or surveyors) having a value not exceeding sixty thousand (\$60,000) dollars may be procured directly by the CPD via a direct purchase order and approved by the City Manager and will be procured at the best negotiated price excluding applicable state and local gross receipts taxes.
- B. All purchase orders or contracts between twenty thousand (\$20,000) dollars and sixty thousand (\$60,000) dollars must have City Manager and City Commission approval.

#### 15.9 PURCHASES EXCEEDING SIXTY THOUSAND (\$60,000) DOLLARS

- A. All purchases exceeding sixty thousand (\$60,000) dollars shall require formal bid procedures and legal advertisement as stated in Chapter 13, New Mexico State Statutes unless a City, City, State, GSA or Cooperative price agreement/contract will be utilized (see Sec.17.1). The CPD shall execute, manage and direct the formal solicitation process.
- B. All award recommendations and subsequent purchase orders or contracts exceeding sixty thousand (\$60.000) dollars must have City Manager and City Commission approval.

#### 16. SOLE SOURCE OR EMERGENCY PROCUREMENT

#### 16.1 **SOLE SOURCE PROCUREMENT** (13-1-126 through 13-1-128)

- A. A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the CPD makes a determination, after conducting due diligence and consulting the using department, that there is only one source for the required items of tangible personal property, construction or nonprofessional services. In cases of reasonable doubt, competition should be solicited.
- B. Any request by a using department that procurement be restricted to one potential contractor shall be accompanied by a written explanation as to why no other will be suitable or acceptable to meet the need. This request shall be subject to review by the CPD.

- C. All sole source purchase requests shall be posted by the CPD on the City's website for thirty (30) days before a purchase order is issued.
  - **D.** The CPD shall conduct negotiations, as appropriate, as to price, delivery and quantity, in order to obtain the price most advantageous to the City. **Factors to be utilized when considering a sole source purchase:**
  - 1) The subject of the contract be unique;
  - 2) Other services or items cannot meet the intended purposes;
  - 3) The use of "due diligence" as to the basis for the Sole Source rather than a "good-faith" review of available sources;
  - 4) Prohibits pre-selection through the drafting of narrow specifications.
  - 5) Must be posted to the Sunshine Portal at least thirty (30) days before such award.
  - 6) Contractor has the right to protest with fifteen (15) calendar days of the posting.
  - 7) Posting of Emergency Contracts must occur within three (3) days.

#### **16.2 EMERGENCY PROCUREMENTS** (13-1-127 through 13-1-128)

- A. An emergency is a situation creating a threat to public health, safety or welfare arising by reason of flood, epidemic, riot, equipment failure, or other similar events. The emergency condition must create an immediate and serious need for items of tangible personal property, services or construction that cannot be met through normal procurement methods and the lack of such services or construction seriously threaten:
  - 1) The functioning of government;
  - 2) The preservation or protection of property; or
  - 3) The health or safety of any person.
- B. Emergency procurements shall be limited to those services, construction, or items of tangible personal property necessary to meet the emergency. Such procurement shall not include the purchase or lease-purchases of heavy road equipment.
- C. The CPD may make or authorize others to make emergency procurements when an emergency condition arises, provided that emergency procurements shall be made with competition as is practicable under the circumstances and "due diligence" in determining the basis for the procurement and for the selection of the contractor.
- D. The requesting department head shall submit a written determination of the basis for the emergency procurement and included with the requisition. The written justification shall be included with the procurement file.

E. Posting of award information for emergency and sole source awards to the City web site is required. Posting of Emergency Contracts must occur within three (3) days.

#### 16.3 **RECORDS** (13-1-128)

- A. The CPD shall maintain for a minimum of three years records of all sole source or emergency procurements.
- B. The record of each such procurement shall be public record and shall contain:
  - 1) The contractor's name and address;
  - 2) The amount and term of the contract:
  - 3) A listing of the services, construction or items of tangible personal property procured under the contract; and
  - 4) The conditions necessitating the purchase.

# 16.4 CONSTRUCTION EMERGENCY OR SOLE SOURCE PROCUREMENT

Notwithstanding the requirements of Sections 13-1-126 and 13-1-127 NMSA 1978, Sole Source and Emergency Procurement, other sections of statute apply when acquiring construction contracts. To declare a sole source or emergency construction contract the CPD must:

- A. Obtain a state wage rate determination pursuant to Section 13-4-11 NMSA 1978 if the construction contract is over \$60,000.
- B. Obtain performance and labor/material payments bonds pursuant to Section 13-4-18 NMSA 1978 if the construction contract is over \$25,000. The CPD may require bonds if a project is under \$25,000.

#### 17 OTHER TYPES OF PROCUREMENTS

#### 17.1 **PROCUREMENT UNDER EXISTING CONTRACTS** (13-1-129)

- A. The CPD may contract for services, construction or items of tangible personal property without use of competitive sealed bids or competitive sealed proposals, as follows:
  - 1) When procuring at a price equal to or less than the federal supply contract (GSA) price or catalog price, whichever is lower, and the purchaser adequately identifies the contract relied upon; or
  - 2) With a business which has a current contract or price agreement with the State CPD or a CPD for the items, services or construction meeting the same standard of specifications as the items that are to be procured if the following conditions are met:
    - a. The quantity purchased does not exceed the quantity which may be purchased under the applicable contract; and
    - b. The purchase order adequately identifies the contract relied upon by

number, if applicable, or by other appropriate reference.

c. The CPD shall retain a copy of the State CPD contract or current price agreement relied upon for public inspection and for the use of auditors.

# 17.2 **COOPERATIVE PROCUREMENT** (13-1-135)

- A. The City may participate in, sponsor or administer a cooperative procurement agreement for procurement of any services, construction or items of tangible personal property with a state department, local public body, or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved.
- B. The CPD of the City may cooperate with the State CPD in obtaining contracts or pricing agreements and such contracts or price agreements shall apply to purchase orders issued subsequently under the agreement.

# 17.3 PURCHASES FROM ANTI-POVERTY PROGRAM BUSINESSES (13-1-130)

- A. CPD may negotiate a contract for materials grown, processed or manufactured in this state by small businesses, cooperatives, communities, self-determination corporations, or such other enterprises designed and operated to alleviate anti-poverty conditions and aided by state or federal anti-poverty programs or private philanthropy.
- B. Prior to negotiating a contract under this section, the CPD shall make a determination of the reasonableness of the price and the quality of the materials and that the public interest will best be served by such a procurement.

#### 17.4 <u>SMALL BUSINESS ASSISTANCE PURCHASES</u> (13-1-184)

- A. It is the policy of the state to encourage the City to do business with small businesses.
- B. The CPD shall take all reasonable action to insure the small businesses are solicited on each procurement for which they appear to be qualified.
- C. The CPD may make special provisions for progress payments to encourage procurement from small business in accordance with the regulations promulgated by the City.
- D. Bid Bonds (13-1-186) The CPD may reduce bid bond, performance bond or payment bond requirements, except for construction contract performance or payment bonds, to encourage procurement from small businesses.
- E. The City may purchase items of tangible personal property and services offered pursuant to the provisions of the Corrections Industries Act (Sections 33- 8-1- to 33-8-15 NMSA 1978).

#### 17.5 <u>USED ITEMS</u> (13-1-155)

- A. The CPD, when procuring used items of tangible personal property the estimated cost of which exceeds five thousand dollars (\$5,000), shall request bids as though the items were new, adding specifications that permit used items under conditions to be outlined in the bid specifications including but not limited to:
  - 1) Requiring a written warranty for at least ninety (90) days after date of delivery, and
  - 2) An independent "certificate of working order" by a qualified mechanic or appraiser.
- B. Trade-in or exchange of used items (13-1-156):
  - 1) The CPD, when trading in or exchanging used items of tangible personal property the estimated value of which exceeds five thousand dollars (\$5,000) as part-payment on the procurement of new items of tangible personal property, shall:
    - a. have an independent appraisal made of the items to be traded in or exchanged. The appraisal shall be in writing, shall be made part of the procurement file and shall be a public record. The invitation for bids or request for proposals shall contain notice to prospective bidders or offerors of the description and specifications of the items to be traded in or exchanged, and the location where the items to be traded in or exchanged may be inspected; or
    - b. have two written quotes for purchase of the property at a specified price.
  - 2) Award shall be based upon the net bid. Bidders of offerors shall compute their net bid or offer by deducting the appraised value or highest quote of the items to be traded in or exchanged from the gross bid or offer on the new items of tangible personal property to be procured.
    - a. If an amount offered in trade is less than the appraised value or the highest quote but is found to be a fair reflection of the current market, representative of the condition of the items of tangible personal property and in the best interest of the department, the bid or offer may be accepted.
    - b. Documentation of the terms of acceptance shall be in writing, shall be made a part of the procurement file and shall be a public record.

#### 18. ETHICAL CONDUCT

#### **18.1 EMPLOYEE PARTICIPATION** (13-1-190)

A. No employee of the City (as defined in the Procurement Code, 13-1-54) can participate directly or indirectly in procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract.

- B. This prohibition does not apply if the financial interest is held in a blind trust.
- 18.2 <u>BRIBES. GRATUITIES. ETC</u>. (13-1-191) All contracts and solicitations therefore shall contain reference to the criminal laws prohibiting brides, gratuities and kickbacks.

# **18.3 CONTINGENT FEES** (13-1-192)

- A. No person or business may be retained nor may a business retained nor may a business retain a person or business to solicit or secure contracts upon an agreement or understanding that the compensation is contingent upon the award of the contract.
- B. The only exception is obtaining professional services in anticipation of the receipt of federal or state grants or loans.
- 18.4 <u>CONTEMPORANEOUS EMPLOYMENT</u> (13-1-193) No employee of the City who is participating directly or indirectly in the procurement process can be or become an employee of any person or business contracting with the City.

#### 18.5 **WAIVERS** (13-1-194)

- A. The CPD <u>may</u> grant a waiver from unlawful employee participation (13-1-190) or contemporaneous employment (13-1-193) if it determines that:
  - 1) The contemporaneous employment financial interest has been publicly disclosed;
  - 2) The employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and
  - 3) The employee participation is in the best interest of the City.
- 18.6 <u>USE OF CONFIDENTIAL INFORMATION</u> (13-1-195) No employee of the City or former employee may knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

#### 19. PROTESTS

#### 19.1 **RIGHTS** (13-1-172)

- A. Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the CPD.
- B. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.
- C. What may be protested Protestants may file a protest on any phase of a solicitation or award, including but not limited to, specification preparation, bid solicitation, award, cancellation of solicitation, bid rejection, or other matters arising from a solicitation or award of a contract.

#### 19.2 **CONTENTS** The protest shall:

- A. Include the name and address of the protestant;
- B. Identify the contracting activity and the number of the solicitation, if any, and, if a contract has been awarded, the contract number, if any;
- C. Contain a statement of the grounds for protest;
- D. Include supporting exhibits, evidence affidavits, or documents to substantiate any claim unless not available within the filing time, in which case the expected availability date shall be indicated; and
- E. Specify the ruling requested from the CPD.
- 19.3 **PLEADINGS** No formal briefs or other technical forms of pleading or motion are required, but protests and other submissions should be concise, logically arranged, and direct.
- 19.4 **PROCUREMENTS AFTER PROTEST** (13-1-173) In the event of a timely protest the CPD shall not proceed further with the procurement unless the CPD determines that the award of the contract is necessary to protect substantial interest of the City.
- 19.5 **AUTHORITY TO RESOLVE** (13-1-174) The CPD and/or City Manager has the authority to take any action reasonably necessary to resolve a protest. The authority shall be exercised in accordance with these regulations and any standard operating procedure promulgated by the City Manager or CPD but shall not include the authority to award money for damages or attorney's fees.
  - A. Notice to Bidders and Offerors The CPD shall give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest or appeal is denied.
  - B. <u>Notice to Using Department</u> The CPD shall provide a copy of the protest to the using department that requested the solicitation.
  - C. Timely Notice shall be given by first class mail, fax, email or interdepartmental mail.
  - D. <u>Information Generally Available</u> The CPD shall, upon written request, make available to any party information bearing on the substance of the protest which has been submitted by the parties, except to the extent that withholding of information is permitted or required by law or regulation.
- 19.6 WRITTEN DETERMINATION (13-1-175) The CPD shall make a written determination on the merits of the protest as expeditiously as possible and shall furnish a copy of determination to the protestant, other bidders or Offerors and the using department. Such determination should include:

- A. A copy of the protest;
- B. A copy of the bid or offer submitted by the protestant and a copy of the bid or offer that is being considered for award or whose bid or offer is being protested;
- C. A copy of the solicitation, including the specifications or portions thereof, relevant to the protest;
- D. A copy of the abstract of bids or offers or relevant portions thereof;
- E. Any other documents which are relevant to the protest, including the contract, if one has been awarded.
- F. Statement setting forth findings and conclusions in the matter, together with any additional evidence or information deemed necessary in determining the validity of the protest. The statement shall be fully responsive to the allegations of the protest;
- G. A statement of the relief granted; and
- H. A statement to inform all parties of the right to judicial review of the final determination pursuant to Section 13-1-183 NMSA 1978.
- 19.7 **NOTICE OF DETERMINATION** (13-1-176) A copy of the determination shall be sent immediately to the protestant, the using department that requested the procurement and other bidders or Offerors involved in the procurement.
- 19.8 **RELIEF PRIOR TO AWARD** (13-1-181). If, prior to award, the CPD or City Manager makes a determination that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be cancelled.
- 19.9 **RELIEF AFTER AWARD** (13-1-182)
  - A. No Fraud or Bad Faith If, after an award, the CPD or City Manager make a determination that a solicitation or award of a contract is in violation of law and that the business awarded the contract has not acted fraudulently or in bad faith, then:
    - 1) The contract may be ratified, affirmed and revised to comply with law, provided that a determination is made that doing so is in the best interest of the City; or
    - 2) The contract may be terminated and the business awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract plus a reasonable profit prior to termination.
  - B. Fraud or Bad Faith If, after an award, the CPD makes a determination that a solicitation or award of a contract is in violation of law and that the business awarded the contract has acted fraudulently or in bad faith, the contract shall be cancelled.

# **20. DEBARMENT OR SUSPENSION** (13-1-177 through 13-1-180.1)

#### 20.1 **AUTHORITY**

- A. The CPD, after consultation with the using department, may suspend a person from consideration for award of contracts if the CPD, after reasonable investigation, finds that a person has engaged in conduct that constitutes cause for debarment pursuant to Section 13-1-178 NMSA 1978. The term of suspension pursuant to this paragraph shall not exceed three months; however, if a person, including a bidder, offeror or contractor, has been charged with a criminal offense that would be cause for debarment, the suspension shall remain in effect until the criminal charge is resolved and the person is debarred or the reason for suspension no longer exists.
- B. The CPD, after reasonable notice to the business involved, has the authority to recommend to the governing authority of the City the suspension or debarment of a business for cause in consideration for award of contracts other than contracts for professional services. The CPD may continue contracts or subcontracts in existence at the time of suspension/ debarment.
- C. Debarment by the CPD shall not exceed a period of three (3) years and suspension shall not exceed three (3) months if determination made that a person has engaged in conduct that constitutes cause for debarment.
- D. If criminal offense is the cause for a debarment, then suspension shall remain in effect until criminal charge is resolved and debarment occurs or the reason for suspension no longer exists.
- 20.2 <u>CAUSES</u> (13-1-178) The causes for debarment are set forth in Section 13-1- 178 NMSA 1978.
  - A. Provides for suspension/debarment if criminal conviction or civil judgment for offense relates to honesty, integrity or business ethics.
  - B. A civil judgment against a bidder, offeror or contractor for a civil violation related to honesty, integrity or business ethics.
  - C. The CPD shall provide the business involved a copy of its recommendation for suspension or debarment. The recommendation shall be mailed by certified mail, return receipt requested.
  - D. The business involved shall have ten (10) calendar days from the date of receipt of the recommendation of the CPD in which to respond to the issues raised by the recommendation of the CPD.
  - E. The CPD shall schedule a hearing at the next regularly scheduled City Commission meeting following receipt of the response of the effected business or expiration of the ten-day time limit, at which CPD meeting a hearing shall be held to determine what action should be taken as a result of the recommendation and response thereto.
- **20.3 DETERMINATION** (13-1-179) The CPD shall issue a written determination which shall:

- A. State the reasons for the actions taken; and
- B. Inform the business involved of its right to judicial review.
- 20.4 NOTICE (13-1-180) A copy of the determination shall be immediately sent to the debarred or suspended business by certified mail, return receipt requested, and may also be sent electronically.

### 21. JUDICIAL REVIEW

- 21.1 **TIME LIMIT** (13-1-183) All actions for judicial review must be filed within thirty (30) days of receipt of notice of the final determination from the CPD.
- 21.2 **YENUE.** Venue for any action arising out of a contract or solicitation with the City or otherwise arising under this Policy is in the 7<sup>th</sup> Judicial District Court within the City of Truth or Consequences.
- 21.3 <u>STANDARD OF REVIEW</u>. All determinations made by the City shall be affirmed by the District Court unless arbitrary, capricious, not supported by substantial evidence, or was not otherwise in accordance with law.

# 22. <u>PUBLIC WORKS CONSTRUCTION) PERFORMANCE AND PAYMENT BONDS</u> (13-4-18)

When a construction contract is awarded in excess of \$25,000, performance and payment bonds shall be delivered by the contractor upon the execution of the contract.

- 22.1 If a contractor fails to deliver the required bonds, the contractor's bid shall be rejected and its bid security shall be enforced to the extent of actual damages.
- 22.2 The performance bond shall be satisfactory to the City, executed by a surety company authorized to do business in New Mexico and the surety to be approved by either the CPD, the State Board of Finance or in Federal Circular 570 as published by the United States Treasury Department.
  - A. The bond shall be in an amount equal to 100% of the contract price.
  - B. Prior to bidding, the CPD may reduce the amount of the performance bond to not less than 50% of the contract price if it is determined to be less costly or more advantageous to the City to self- insure a part of the performance of the contractor.
- 22.3 The payment bond shall be satisfactory to the City, executed by a surety company authorized to do business in New Mexico and the surety company to be approved by either the Board of City Commissioners, the State Board of Finance or in Federal Circular 570.
  - A. The bond shall be in an amount equal to 100% of the contract price, for the protection of all persons supplying labor and material to the contractor or its subcontractor or its subcontractors for the performance of the work provided for in the contract.

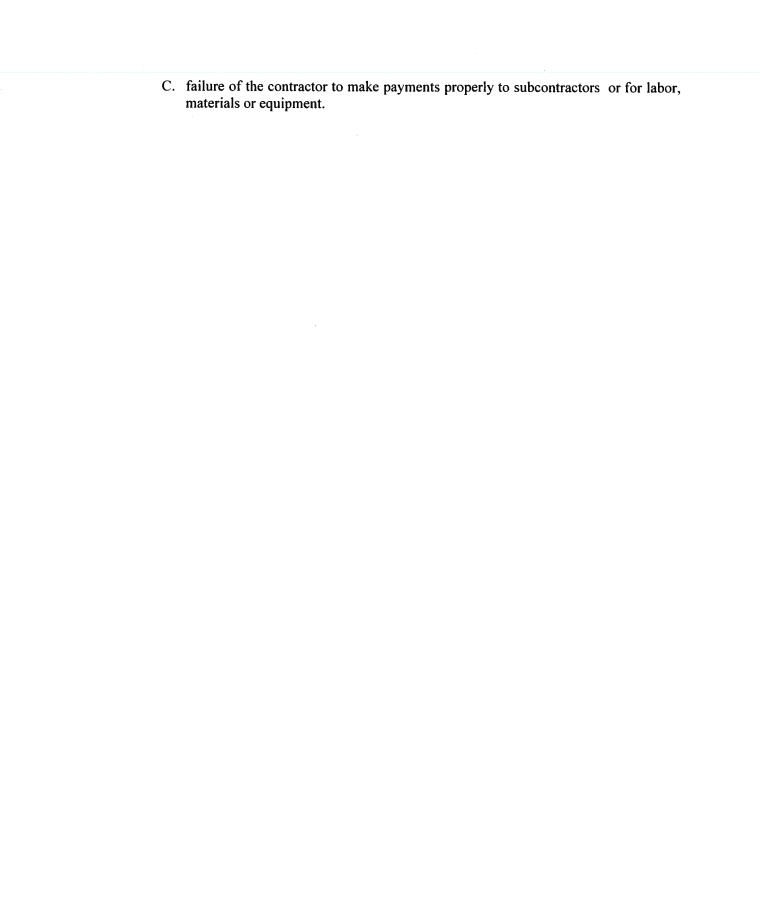
- B. Prior to bidding, the CPD may reduce the amount of the payment bond to not less than 50% of the contract price if it is determined that is in the best interest of the City to do so. Factors to be considered in order to make such a determination include, but are not limited to, the value and number of subcontracts to be awarded by the contractor and value of the contractor.
- **PROJECTS UNDER \$25.000** For contracts under \$25,000 the City may require the bonds in this section at its sole and complete discretion.

### 23 MINIMUM WAGE RATES (CONSTRUCTION) (13-4-11)

- 23.1 Every proposed construction contract in excess of \$60,000 shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics. Contact the State Labor Commissioner for a wage rate determination.
- 23.2 Federal funded programs would include the necessary Davis Bacon Act wage determination requirements.

### 24 CONSTRUCTION CONTRACT PROMPT PAYMENT 57-28-1 to 57-28-11

- 24.1 Section 57-28-1 through 57-28-11 NMSA 1978 Compilation, as amended now regulates payments due and owing to a contractor:
  - A. Payments for amounts due shall be paid within twenty-one days after the owner receives an undisputed request for payment. Unless good cause exists, if the owner fails to pay the contractor within twenty-one days of the undisputed pay request, the owner shall pay interest to the contractor beginning on the twenty-second day after payment was due at the rate of one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued.
  - B. If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed. The owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.
  - C. An owner shall not retain, withhold, hold back, or in any other manner not pay amounts for work performed.
  - D. Ten days after certification of completion, any amounts remaining due the contractor or subcontractor due under the contract shall be paid upon presentation of a properly executed release and duly certified voucher and; a release if required, of all claims and liens against the owner arising under the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts set forth in the release; and proof of completion.
- 24.2 "Good cause" issues can include, but not be limited to:
  - A. defective work not remedied;
  - B. third party claims filed or reasonable evidence indicating probable filing of such claims; and





# CITY OF TRUTH OR CONSEQUENCES

# **AGENDA REQUEST FORM**

Agenda Item #: F.5

MEETING DATE: September 22, 2021

No.		
SUBJECT:	Risk Control Program	
DEPARTMENT:	City Manager's Office	
DATE SUBMITTED:	September 15, 2021	
SUBMITTED BY:	Tammy Gardner	
WHO WILL PRESEN	IT THE ITEM: Bruce Swingle, City Manager	
Summary/Backgro	ound:	
Discuss/Approve R	isk Control Program Resolution No. 24 21/22.	
Recommendation:		
Approve		
Attachments:		
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Fiscal Impact (Fina	nce): Choose an item.	
Click here to enter	text.	
Legal Review (City	Attorney): Choose an item.	
Click here to enter te	xt.	
Approved For Subn	nittal By:   Department Director	
Reviewed by:	City Clerk	
Final Approval: 🗵		
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN	
Resolution No. Cl	ck here to enter text. Ordinance No. Click here to enter text.	
Continued To: Click here to enter a date. Referred To: Click here to enter text.		
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# City of Truth or Consequences Risk Control Program



### **RESOLUTION NO. 24 21/22**

# RESOLUTION ADOPTING A RISK CONTROL PROGRAM FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the City Commission of the City Truth or Consequences, met in a regular meeting on September 22, 2021, at 9:00 am, in the Commission Chambers at 405 West 3<sup>rd</sup> Street in Truth or Consequences, New Mexico 87901;

WHEREAS, in accordance with the powers vested in a city commission, Section 3-14-12 NMSA 1978, the City Commission of the City Truth or Consequences has legal powers and authority to pass ordinances and other measures conducive to the welfare of the municipality and to perform all acts required for the general welfare of the municipality;

WHEREAS, the City of Truth or Consequences holds the safety of its employees and the community as the highest priority;

WHEREAS, adoption of a Risk Control Program and policy will increase productivity, reduce accident and litigation costs, and protect the livelihood of all those interacting with City services;

WHEREAS, OSHA and other regulatory entities requires a written safety program;

WHEREAS, the City's Safety Policy has not been updated since 1988; and

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Truth or Consequences hereby adopts a Risk Control Program, and shall operate to amend and repeal the 1988 Safety Policy for the City of Truth or Consequences.

PASSED, APPROVED AND ADOPTED this 22<sup>nd</sup> day of September, 2021.

Sandra Whitehead, Mayor	
	ATTEST:
	Angela A. Torres, City Clerk

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### **POLICY STATEMENT**

The City of Truth or consequences considers no phase of city services as being of greater importance than employee safety and risk control. Therefore, it is the policy of the city to provide efficient services to the community, while assuring and maintaining safe and healthy working conditions, and implementing recognized risk control practices that safeguard employees, the public and City assets and revenue..

It is the policy of the city to protect its human, capital, and financial resources to the maximum extent possible from adverse consequences. Every effort will be made to reduce and/or eliminate losses that result in employee injuries, vehicular accidents, and damage to facilities, properties and liability, which may arise from city services.

In the firm belief that city employees are its most valuable resource, the city is committed to this Risk Control Program. It is the city's policy that every employee is entitled to safe working conditions. Also spelled out in this policy is the belief that employee safety continues to be the prime consideration when carrying out all city services.

The city will endeavor to provide safe working equipment, safety training for personnel, and recognized policies and procedures to protect the safety of its employees. Recognized control practices will be integrated into all city operational efforts. Effective risk control and efficient services are synonymous with one another. All levels of management have the primary responsibility of ensuring the success of this program. This responsibility can only be met by working continuously to promote effective risk control work practices; by maintaining facilities, property, and equipment in a safe, functional condition; and by providing reasonable and efficient risk control responses for the situations at hand.

Because of the number of city employees working at any time, the diverse nature of city work; unpredictable working conditions; and varied locations of city services, the city must have an organized program to achieve maximum use and effectiveness of risk control management.

This manual has been prepared for the guidance and safety of all city employees and the public. Employees are expected to adhere to the policies and procedures as set forth in this program; however, in rare instances, employees may need to use discretion and vary from these established procedures.

### INTRODUCTION

Risk control is every employee's responsibility. All employees are charged with the responsibility for cooperating with and supporting the Risk Control Program. Personnel are expected to concern themselves with their personal safety, the safety of coworkers, visitors, and the general public affected by city services. Every employee is responsible for the safe and efficient use of city facilities, equipment, and vehicles; for conducting themselves in accordance with established work rules to minimize potential litigation, and for ensuring all activities are conducted and carried out in a safe and efficient manner.

### 1.0 PURPOSE:

The city holds risk control and the safety of its employees in the highest regard. Tasks performed by-city personnel are essential for the orderly, productive functioning of the community. However, no task is so urgent or important that time cannot be taken to perform the work in a manner that ensures the safety of all personnel and the general public, and minimizes the city's risk exposure.

- 1.1 The city shall endeavor through its Risk Control Program to assist all departments in their efforts to maintain a safe and healthy work place, inform employees of proper work habits and procedures, and eliminate risk exposures whenever possible, which will maximize the potential for a risk free work environment.
- 1.2 This manual has been prepared for the guidance and safety of all city personnel. Should any doubt arise as to the proper meaning or interpretation of the rules contained herein, consult with your supervisor for clarification.

### 2.0 RESPONSIBILITIES:

- 2.1 <u>City Manager</u>: the City Manager has overall responsibility for administering the Risk Control Program and ensuring program success. This responsibility includes leadership, support, enforcement, and development of relevant policies, procedures, work rules, and strategies. Specific responsibilities include but are not limited to:
  - a. Providing directors with the authority and responsibility to establish, promulgate, and enforce city-wide risk control policies, procedures, and strategies.
  - b. Enforcement of this program through coordination with directors.
  - c. Developing and administering an employee communication forum and complaint procedure that will ensure responsiveness to employee risk control concerns.
  - d. Many elements of this program will be delegated to the Safety Committee.
- 2. 2 <u>Directors and Supervisors</u>: Each director and supervisor is responsible for the effectiveness of this program within his or her respective department and shall

have sufficient authority and responsibility to maintain a safe, healthy, and risk-free work environment to the extent that the work allows. Each director and supervisor must recognize that risk control issues vary from department to department, which may necessitate adopting program strategies for unique activities. Specific responsibilities include, but are not limited to:

- a. Training employees on risk control practices and enforcing the rules and requirements of this program.
- b. Directing all risk control modification recommendations to the City Manager or designee.
- c. Developing general rules and procedures for all personnel. Each director shall develop specific rules and procedures that recognize the hazards and risks of his or her respective department activities.
- d. Educating employees, particularly new employees, about this program and the rules by which their performance will be governed. Employees must be given adequate training and instruction in the safe and proper manner of performing their work. Additional job safety instruction or safety training must be given wherever hazardous conditions or materials indicate a potential for frequent or severe loss.
- e. Conducting and documenting bi-annual inspections of department facilities, property, equipment, and operations to identify and eliminate or reduce hazardous exposures. Inspections should be conducted more frequently for high-risk activities. Directors shall also be responsible for identifying high-risk activities within their respective departments.
- f. Working with personnel within the scope of their authority to implement, review, and modify department activities to minimize losses, eliminate hazardous conditions, and promote practical risk control habits.
- g. Whenever feasible, assuring that safety and risk control features and specifications are designed into equipment, material, and supplies purchased. Whenever feasible, assuring that safety and risk control features are engineered into future buildings and incorporated into existing buildings during major remodeling or renovations. Ideally, these features, specifications, or improvements will be incorporated into city buildings during the planning and design phase.
- 2.3 <u>Employee</u>: Employees are responsible for complying with this program and all risk control work rules and procedures.

Risk control is every employee's responsibility; thus every employee is responsible for his or her personal safety as well as the safety of co-workers, visitors, and the public who come in contact with city services. Employees are responsible for the safe and efficient use of city facilities, equipment, and vehicles, for conducting themselves in accordance with work rules and statutory mandates to minimize potential losses and litigation, and for ensuring all activities are conducted and carried out in a safe and efficient manner.

- a. Specific responsibilities include, but are not limited to:
  - 1) Placing risk control practices and identification of unsafe conditions as the highest priority when performing their duties.
  - 2) Use equipment properly and in the manner for which it is intended; maintaining property and equipment in a manner that will ensure the best possible condition during usage.
  - 3) Warning co-workers of unsafe conditions or practices that could lead to or cause loss.
  - 4) Operating equipment and tools, and performing technical tasks, <u>only after</u> receiving proper training and instruction.
  - 5) Immediately reporting defective or damaged equipment, and dangerous or unsafe conditions, to their supervisor.
  - 6) Reporting all losses including injuries to their supervisor as soon as possible.
  - 7) Taking proper protective measures to minimize unsafe conditions that could present a hazard or loss to personnel, city property, or the public.
- 2.4 <u>Safety Committee</u>: In coordination with the City Manager, the Safety Committee will assist the city and directors in planning, implementing maintaining, and monitoring this program. Specific responsibilities include, but are not limited to:
  - a. Developing risk control goals and objectives, and preparing and recommending preventive policies, procedures, and strategies;
  - b. Conducting regular inspections of city offices, buildings and work activities in progress to identify hazards and determine compliance with applicable standards and recognized risk control practices;
  - c. Recommending corrective measures that resolve loss exposures and reduce or eliminate recognized hazards;
  - d. Conducting or coordinating safety and risk control training for all city personnel.
  - e. Investigating accidents, injuries, property damage, and near miss claims to determine root cause(s) and provide corrective recommendations.
  - f. Serving as liaison between the city and all Occupational Safety & Health Administration (OSHA), Mine Safety & Health Administration (MSHA) and other regulatory entity communications and inspectors.
- 2.5 <u>Procurement Officer</u>: The Procurement Officer shall work with directors to assure all supplies, materials, equipment, and accessories purchased are safe and suitable for their intended purposes. Specific responsibilities include, but are not limited to:
  - a. Whenever possible, eliminating hazards by engineering them out at the purchasing phase. Purchasing safe equipment and material, and when feasible, selecting less hazardous alternatives for items that carry inherent risks.
  - b. Utilize a general (boilerplate) statement on standard purchasing documents that requires the product or contracted service to possess all necessary safety

- and risk control features, in addition to meeting all applicable regulatory requirements.
- c. Contract with certified vendors to conduct annual fire suppression (fire extinguisher and sprinkler) system inspections for all city facilities.

### 3.0 RISK CONTROL PROGRAM:

A systemic risk control program encompasses all loss or risk potential the city may experience. Examples include employee safety and health, citizen safety, fleet vehicle maintenance and operation, on-site contractor exposures, environmental exposures, damage to equipment and property, and tort liability. Each director is responsible for minimizing risk exposures and for achieving and maintaining acceptable loss levels for his or her respective department.

- a. The city risk control process consists of five major elements:
  - 1) Identifying all potential risk exposures
  - 2) Evaluating the risks (risk assessment)
  - 3) Developing an exposure control plan
  - 4) Implementing the control plan
  - 5) Monitoring system performance
- 3.1 <u>Identifying Potential Risk Exposures</u>: When identifying potential risks, directors should review all loss reports and trends, maintenance records and industry practices, and conduct inspections of facilities and operations. Once the review is completed, the director should have a realistic understanding of the potential risk exposures for the department. Directors should determine whether a deficiency is related to the managing system, human factors, situational factors, or environmental factors.
  - a. When reviewing the <u>managing system</u>, look for oversights and omissions by management. Look for inadequate training; improper assignment of responsibilities; failure to follow mandatory or industry standards; unsuitable, inoperable, or lack of equipment; inadequate supervision; and inefficient or insufficient budgeting of funds. Managing system exposures are usually the easiest deficiencies to rectify.
  - b. <u>Human factor</u> losses occur when employees engage in unsafe practices, or commit errors or omissions in regards to policy, procedures, or work rules. Human factors usually indicate an enforcement (supervision) problem.
  - c. <u>Situational factors</u> are activities, situations, equipment, and facilities that are unsafe or inappropriate for the circumstances. Deficiencies of this type are a contributing factor in most losses.
  - d. <u>Environmental factors</u> refer to the way in which the workplace directly or indirectly causes or contributes to losses. Environmental factors fall into

four broad categories: chemical stress (toxic fumes, smoke, dust, etc.), physical stress (noise, temperature extremes, inadequate or poorly placed illumination, etc.), biological stress (contact with blood borne pathogens,

bacteria, viruses etc.), and ergonomic stress (work-related musculoskeletal disorders, etc.)

- 3.2 <u>Evaluating Risks</u>: Upon completion of the identification process, conduct a risk assessment for each risk. The assessment should include an evaluation of the severity of each risk and the likelihood or frequency of similar losses reoccurring. Once the severity and frequency of a risk has been assessed, prioritize beginning with the most significant risks.
- 3.3 <u>Developing a Control Plan:</u> Develop an exposure control plan for the most significant risks first. The most significant risks in descending order are injury to employees and citizens, tort claims, fleet accidents, preservation of facilities, environmental exposures, on-site contractor exposures, and property damage to equipment and machinery. When developing the plan, directors must decide whether to terminate, treat, transfer, or tolerate each risk.
  - a. Terminating a risk is generally the preferred option, although this is not always possible in regard to services provided by the city. It should be noted, that not all city risk exposures involve services mandated by state statute or city ordinance. Many are voluntary or self-imposed. Some exposures can be eliminated by disposing of defective equipment or eliminating certain activities or processes. Examples of terminating risks in which the city has no obligation include: no longer extending street maintenance activities to non-city streets, not providing office space to entities when not required by law, and terminating residential security checks when residents leave town. Terminating these services eliminates city exposure.
  - b. <u>Treat</u> exposures to reduce the inherent risk. Treatment of risk exposures can be accomplished by implementation of policy, procedures, work rules, supervision, use of personal protective equipment, and other administrative controls. Examples of treating risks include: development of policy, providing training or equipment, and following universal precautions to prevent exposure to blood borne pathogens, etc.
  - c. <u>Transferring</u> risk exposures includes transferring the burden to another entity, party or service; contract provisions to hold the city harmless; release waivers; indemnification clauses; and insurance certificates. Insurance certificates should name the city as co-insured on an insurance policy. Examples of transferring risks include: requiring non-city organizations who wish to use a city facility or equipment to sign a release waiver, a waiver will aid the city in transferring some or all of the liability if an unforeseen event were to occur, or using a vendor or contractor for some service(s).
  - d. Directors must carefully decide when to <u>tolerate</u> a risk. Many risks are not covered by city insurance; thus, losses are paid out of the city's general fund or a department's operating budget. All risk exposures not terminated or transferred should be treated to a degree that will reduce the exposure to a tolerable level. An example would be requiring residents to sign a release

waiver stating the city is not responsible for damages should a burglary occur after the Police Department has agreed to conduct residential security checks.

- 3.4 <u>Implement Control Plan:</u> Implement the plan in the same manner as any new initiative. Set standards of compliance for each risk exposure, such as policy, procedures, work rules, training, release waivers, etc. Define department expectations, train employees on those standards, and implement the plan.
- 3.5 <u>Monitor System</u>: Once the plan has been implemented, establish performance measures to monitor the plan (system). Both qualitative and quantitative performance measures should be included. Evaluate department progress on a biannual basis, review and revise the system as necessary, and commend and correct individually and organizationally as appropriate.

### 4.0 LITIGATION PROCEDURES:

Due to the nature of city services and current societal attitudes, litigation is inevitable; however, how the city responds will have a significant impact on litigation outcomes.

- 4.1 Personnel receiving an official document from a court of law naming them as parties in any action resulting from their official duties shall inform their director and City Manager within 24 hours or on their next workday.
- 4.2 An employee who receives notice from a member of the public or another employee of their intent to sue the city (written or verbal) shall inform his or her director and City Manager within 24 hours or on the next workday.

### 5.0 USE OF RELEASE WAIVERS:

Reducing the city exposure to the innumerable forms of liability is of paramount importance. Release waivers will be used to strengthen and support city risk control efforts.

- 5.1 Release waivers should be used for events in city facilities, or anytime non-city personnel wish to use city personnel, equipment, or facilities. However, waivers are not required for sedentary type meetings in city facilities.
  - a. All requests from members of the public to use city equipment or facilities will be directed to the City Clerk. The Clerk is responsible for ensuring release waivers are completed and retained.
  - b. Requests for personnel will be directed to the appropriate director for a determination. If approved, the director will forward the request to the Clerk. The Clerk is responsible for ensuring release waivers are completed and retained.
- 5.2 A standardized release form approved by the City Attorney should be used for all situations requiring a release of liability.

### 6.0 EMPLOYEE TRAINING:

Each director shall be responsible for providing appropriate training and instruction to personnel; training that offers the necessary knowledge and skills to do tasks safely and efficiently. Employees shall receive training in proper work conditions and procedures; all hazards they are likely to experience on the job; proper use of personal protective equipment (PPE); proper use of equipment required to complete a task; emergency procedures; and regulatory mandates.

Employees should request instruction and/or training for tasks and equipment they are either unfamiliar with or uncomfortable using.

- 6.1 All employees shall receive a risk control orientation, training on risk control policies and procedures, training for specialized equipment, and job/assignment instruction. Employees should receive safety/risk control training at the time of the initial assignment, anytime an employee is reassigned or when activities change significantly, or as required by OSHA or other regulatory entity.
- 6.2 All training should be documented and retained by Human Resources in the affected employee's personnel file.
- 6.3 Employees engaged in specialized tasks shall be provided training and instruction to do all aspects of their job safely and efficiently prior to working in the environment. Departments having specialized tasks that are either hazardous or unique shall develop and institute special policies and procedures and provide training to ensure these tasks are accomplished safely.

### 7.0 SAFETY EQUIPMENT:

The city is responsible for providing all safety equipment and personal protective equipment (PPE) necessary to perform work activities.

- 7.1 Directors are responsible for ensuring the availability and appropriateness of all equipment necessary to safely perform tasks.
- 7.2 Requests for equipment not immediately available shall be directed to the appropriate director.
- 7.3 Each employee is responsible for using equipment and PPE in the intended manner, properly storing and maintaining their safety equipment, and for immediately reporting defective or damaged equipment to their immediate supervisor.
- 7.4 Employees having specialized tasks that are either hazardous or unique shall receive appropriate training prior to equipment use.

### 8.0 CONTRACT AND PURCHASING CONSIDERATIONS:

A purchasing goal of the city is to engineer hazards out during the procurement phase. When the city purchases safe and efficient equipment and material, the likelihood of injuries or damage is significantly reduced. When engineering controls are not feasible, the city will try to substitute a less hazardous alternative for the item.

- 8.1 Each director must assure equipment, materials, and services purchased for the city conform to industry and regulatory requirements.
- 8.2 A great deal of responsibility can be transferred to city suppliers. For this reason, the following general (boilerplate) statement should be used on procurement documents:

"The equipment or material you supply the city must comply with all requirements and standards as specified by the Federal Government's Occupational Safety and Health Act (OSHA) of 1971, and all other appropriate regulatory mandates. All guards and protectors, safety features, as well as appropriate markings, must be in place and functional before delivery. Items not meeting OSHA or other regulatory standards will be refused."

- 8.3 On technical items, the supplier may be required to provide training on the safe operation and/or maintenance at the city convenience.
- 8.4 All contracts for materials, equipment or services shall be reviewed by the City Attorney and appropriate department director prior to purchase.
- 8.5 Procedural contract specifications should be reviewed by the affected director and procurement officer, ensuring compliance with all risk control and insurance requirements, as well as procedural inclusions affecting employees and public liability.
- 8.6 The Procurement Officer shall provide all directors interested in purchasing workstations or ergonomic accessories specific product information and recommendations. All office equipment intended for workstation use shall be reviewed for ergonomic suitability by the Procurement Officer prior to purchase.

### 9.0 INSPECTIONS:

The purpose of risk inspections is to maintain a safe and risk-free work environment through hazard reduction and elimination; ensure employee compliance with risk control procedures, identify unsafe operations and activities, and preserve the city's human, capital, and financial resources. Inspections should include identifying hazardous conditions; unsafe acts, conditions, or equipment; and operational or process deficiencies.

- 9.1 Directors shall inspect city facilities, equipment, property, and operations on a biannually basis or more frequently if necessary. Inspections should be completed on an approved inspection form.
- 9.2 Communicate inspection findings and intended corrective action to all affected personnel in a timely manner.
- 9.3 Directors shall submit records of inspections to the Safety Committee. Inspection reports should be submitted to the committee no later than the 15<sup>th</sup> of the following month.

### 10.0 FIRE PREVENTION/EQUIPMENT:

Effective fire prevention depends on all city personnel. Each employee is responsible for preventing the accumulation of unnecessary combustible and flammable materials in their work areas. All flammables should be stored in approved storage containers.

- 10.1 Employees should know portable fire extinguisher locations and their specific classification. ABC dry chemical fire extinguishers will extinguish ordinary combustibles, flammable liquids, and electrical fires, which should suffice for most city facilities.
- 10.2 Portable fire extinguishers shall be located in general facilities so that employees travel no more than 75 feet to an extinguisher, while high-risk areas/buildings such as shops should be arranged so that employees travel no more than 50 feet to an extinguisher. Fire extinguishers shall be mounted in conspicuous locations. If an extinguisher is not located conspicuously, e.g., (recessed in the wall), a sign or label should be used to identify its location.
- 10.3 Directors will assign an employee to inspect portable fire extinguishers monthly, ensuring proper working order. The inspector should check the annual inspection tag, gauge, fittings, and hose, if applicable. The inspector must date and initial the back of the tag to document the activity. Extinguishers failing to pass inspection should be removed from service. The director will then contact the Safety Committee to confirm compliance.
- 10.4 The Procurement Officer is responsible for contracting annual fire extinguisher inspections. Upon completion of this inspection, the inspection tag must indicate the maintenance inspection date. Directors shall ensure that all fire extinguishers are inspected annually at their respective facilities.

### 11.0 FIRST AID & SUPPLIES:

In the event of a medical emergency, EMS should be requested as soon as possible. Each city facility should have adequate first aid supplies available for all medical emergencies anticipated for each site. For the most part, each facility

houses sedentary type activities; hence, only basic first aid supplies are necessary. However, facilities conducting potentially injurious activities should have sufficient first aid supplies to treat likely medical emergencies.

11.1 If a medical emergency occurs at a city facility or worksite, immediately contact EMS and report all known symptoms and observations. Trained first aid personnel may be available on site and should provide care until EMS arrives. Trained first aid personnel shall not provide care beyond their level of training.

### 12.0 FACILITY EMERGENCY PLAN:

Emergency plans shall be developed for every city facility, addressing plausible emergencies likely to occur at each site. The Safety committee is responsible for the development, implementation, and maintenance of these plans. The plan should include the following types of emergencies: fire, suspicious package, bomb threat, device detonation, civil disturbance, medical emergency, and if appropriate, hazardous chemical spill or release. At a minimum, the plan shall meet all critical OSHA emergency plan requirements.

- 12.1 In general, if immediate action becomes necessary as a result of an emergency, it is important that safety and security procedures be implemented expeditiously, while maintaining an environment of order and common sense to dictate all reactions to the emergency.
- 12.2 A minimum of two proficiency drills should be conducted at each site annually. Drills shall be coordinated and documented by the director and retained for regulatory review. Directors will forward a copy of the documentation to the Safety Committee within one week of each drill.

### 13.0 FACILITY SECURITY:

Because violence in general has increased in our society and workplace violence has increases significantly, city employees must be cognizant of persons and activities in city facilities. In today's society, governmental entities are a prime target for acts of violence. As such, the city must take steps to protect city employees, equipment, and facilities.

- Directors shall develop security procedures that are appropriate for the nature of the work and building location.
- 13.2 Employees should be attentive to colleagues, visitors, and suppliers entering buildings and work areas. Be particularly attentive to individuals who make threats or try to intimidate staff, visitors, or display unreasonable anger. Report these events to the Police Department.
- Where practical, visitors entering city facilities should be required to check in with appropriate staff at entrances. Once a visitor has successfully demonstrated

a legitimate need to enter a city building, staff should authorize building access. Visitors should be required to identify their purpose and specify a contact person or function in the building. The appropriate staff should confirm each visitor's need to enter the building before authorizing access.

- a. Where practical, visitors should not be given access into any city work area unless they are in the company of an employee. Visitors should remain in the lobby or waiting area until an employee is present to escort them through the building.
- b. Visitors entering city buildings are the responsibility of the employee approving access or the escort employee.
- 13.4 Law enforcement personnel <u>not in possession</u> of appropriate credentials (badge and commission card) should be treated as visitors and expected to comply with all visitor procedures outlined in subsection 13.1 through 13.3.

### 14.0 SAFETY COMMITTEE:

Safety Committees are an effective means of creating and maintaining employee interest in safety and risk control issues, and have proven to be successful in reducing loss. Every employee is encouraged to convey risk control concerns or suggestions to the safety committee or their respective committee representative.

- 14.1 The main function of the committee is to create a risk control culture, enhance risk control throughout the city, and develop and maintain an active interest in risk control to reduce accidents, injuries and unsafe practices. In accomplishing this mission, the committee will:
  - a. Develop and recommend policies aimed at reducing accidents, injuries, and losses.
  - b. Recommend training to assure employees are knowledgeable in applicable OSHA and other regulations, and critical tasks pertinent to assigned tasks.
  - c. Review and recommend other risk control-related issues the committee deems necessary.
  - d. Conduct bi-annual inspections.
  - e. Review losses.
- 14.2 The Safety Committee shall serve in an advisory capacity having no disciplinary authority. Safety Committee determinations and recommendations include, but are not limited to
  - a. Classifying vehicle accidents as either "Preventable" or "Non-preventable".
  - b. Recommendations include but not limited to:
    - 1) Remedial or refresher training of the vehicle operator;
    - 2) Review and/or modification of city driver's training or tactics;
    - 3) Modification or reevaluation of city vehicles and equipment;
    - 4) Review or modification of city policies and procedures; or

- 5) Evaluation of employees for vision defects, stress-related problems, or other conditions affecting fitness for duty.
- c. Safety Committee determinations will be forwarded to the City Manager for distribution to the appropriate director, and if necessary, administrative action.
- 14.3 The Safety Committee reviews losses and recommends suitable preventative measures.

### 15.0 EMPLOYEE SAFETY SUGGESTION/COMPLAINT PROCEDURE:

The city is trying to achieve a risk control culture; hence, employees must have a means of making safety and risk control recommendations, and for reporting unsafe acts or conditions without reprisal.

- 15.1 Any employee can make recommendations to improve safety or risk control to their immediate supervisor, Safety Committee member, or through attendance of a Safety Committee meeting.
- 15.2 Employees having a complaint or concern relative to potentially unsafe working conditions should follow this resolution procedure:
  - a. The employee shall attempt to resolve a safety complaint or concern with his or her immediate supervisor.
  - b. If the employee is not satisfied with the resolution through the informal process, the employee and/or supervisor may address the issue through the chain of command up to the City Manager. The City Manager's decision is final. Notwithstanding, an employee may address the issue with the appropriate regulatory agency.

OSHA forbids retaliating against or disciplining an employee for reporting or trying to correct an unsafe condition or situation; therefore, retaliatory responses to safety concerns is prohibited.

### 16.0 HOW TO MANAGE UNSAFE CONDITIONS:

Often the obvious remedy to an unsafe condition appears costly, time consuming, unreasonable, and over-reactionary. This is generally true because an organization failed to seek out and apply solutions that are both timely and cost-effective for the situation. The following options are listed in order of their effectiveness and regulatory mandate:

16.1 The most effective method to avoid hazardous conditions is to engineer the hazard out. This technique is accomplished by considering all potential hazards in the early stages of program/job planning, such as developing safe specifications for equipment or materials at the design or planning phase. Once the equipment or materials are ordered, it is rarely cost effective to retrofit or engineer hazards out.

- 16.2 Eliminate hazards by removing the unsafe source such as removal of the machine, method, material or structure.
- 16.3 Provide administrative controls to isolate the hazard, such as enclosing or guarding the hazardous point at the source or controlling access to the hazard.
- 16.4 Train employees on what to do when confronted with a hazardous condition and provide safe avoidance procedures.
- 16.5 Use personal protective equipment (PPE) to shield employees from the hazard.
- 16.6 Protective devices or safe practices should <u>never</u> be circumvented to get a job done faster. The price paid for such indiscretions greatly outweighs the gain anticipated by this action.

### 17.0 REPORTING HAZARDOUS STREET CONDITIONS:

From time to time, employees identify hazardous conditions on or near city streets that may cause or contribute to an accident. Employees can contribute to public safety and are encouraged to report these hazards to the Street Department Director for corrective action.

- 17.1 These hazards include, but are not limited to:
  - a. Debris on or near the streets;
  - b. Driver obstructions at or near intersections:
  - c. Defects in the street itself;
  - d. Defective or absent street safety features, e.g., lighting, traffic control devices, signage, impact attenuation devices, and reflectors, etc.
  - e. Other hazards likely to obstruct driver view or recognition of other street hazards.

### **18.0 REGULATORY MANDATES:**

To protect the city's human, capital, and financial resources, the city will comply with all pertinent OSHA, Workers' Compensation and other regulatory mandates.

- 18.1 Regulatory posters shall be posted at every city facility in conspicuous locations, e.g. OSHA Notice poster and Workers' Compensation poster informing employees of the protections and obligations under the Acts.
- 18.2 Human Resources will provide each department with OSHA 300 logs, which identify injury/illness types, and lost and restricted workday totals. Directors shall conspicuously post the logs from February 1, through April 30, of each year.
- 18. 3 Department facilities, operations, and procedures must comply with appropriate OSHA or other regulatory standards. If a safety policy or procedure is found to be in conflict with a regulatory standard, the regulatory standard shall supersede

the policy. Any provision or procedure in this manual that is found to be contrary to required regulatory standards should be brought to the attention of the manager or Safety Committee.

- 18.4 If OSHA attempts to visit a city facility or operation, the employee having contact with OSHA will immediately notify the appropriate department director and City Manager. OSHA inspectors will be asked to wait in the lobby or other convenient location until a city representative is on-scene. The City Manager or designate will serve as the city's representative.
  - a. Anytime an employee receives a correspondence from OSHA or other regulatory agency, the employee shall immediately notify and forward a copy of the correspondence to the appropriate director and City Manager.

### 19.0 WORK-RELATED INJURY REPORTING PROCEDURE:

Employees will promptly notify their immediate supervisor of any job-related injury or illness. Employees sustaining an injury/illness not requiring medical care shall complete a Workers' Compensation Form NOA-l (Notice of Accident) and notify Human Resources immediately or on the next working day if after hours or on weekends. The employee should keep the original copy and provide their supervisor with the second (yellow) copy. This form will serve as documentation of the incident. Employees sustaining an injury/illness not requiring medical care need not seek medical attention. The "Notice of Accident" form will provide sufficient documentation.

- 19.1 When an injured employee requires medical attention, Human Resources will be notified immediately, or if serious injury occurs or the injury occurs after hours or on weekends, the employee and/or supervisor will call emergency medical services or transport the injured employee to the hospital.
- 19.2 Failure to report work- related injuries/illnesses and related treatment promptly could result in claim denial.
- 19.3 Supervisors' responsibilities:
  - a. Ensure appropriate medical treatment is obtained;
  - b. Thoroughly investigate the injury/illness and complete a Supervisor Report of Injury form. In every case, the "Corrective Action Taken" section of the report shall be completed. If the injury/illness does not require medical treatment, the supervisor will make a notation on the report, "For reporting purposes only". The supervisor will notify the City Manager of the injury/illness immediately. The supervisor will attach the completed copy of Form NOA-l (Notice of Accident), if applicable, to the investigative report and submit the information through the chain of command to Human Resources within 2 working days. Human Resources will complete an E-1 report and forward it to NMML Risk Management in a timely manner.
  - c. Ensure accurate payroll records are completed during the injury period.

19.4 OSHA has stringent standards concerning immediate notification of employee fatalities or multiple injuries from a single occurrence. If a catastrophic event occurs, e.g., a city employee dies on duty or 3 or more employees are hospitalized from a single occurrence, the supervisor shall immediately notify the City Manager of the incident. The City Manager will coordinate all OSHA notifications within eight (8) hours.

### 20.0 FLEET ACCIDENT REPORTING PROCEDURE:

All fleet accidents shall be reported immediately to law enforcement and documented on the State of New Mexico Uniform Accident Report.

- 20.1 Employees will, as soon as practical, notify their immediate supervisor of an accident.
- Where available, an on-scene supervisor or employee will determine if emergency services are necessary and make appropriate communications.
- 20.3 Directors are responsible for soliciting and distributing accident reports and related information to the City Manager and Human Resources as soon as available.
- Human Resource is responsible for notifying and submitting all related reports to New Mexico Municipal League(NMML), as soon as available.
- 20.5 Accidents involving possible or alleged vehicle malfunctions will result in the vehicle being removed from service until examined by city Fleet or other qualified personnel. The qualified person will document their findings and recommend the best course of action and vehicle disposition.

### 21.0 REPORTING MISSING OR DAMAGED PROPERTY:

Damaged or missing property includes all forms of city property, e.g. tools, equipment, material, buildings, vehicles, money, etc.

- 21.1 Report and document all damaged or believed to be stolen property to your immediate supervisor. Law Enforcement shall be notified immediately and a police report generated.
- 21.2 Directors are responsible for notifying the City Manager of a loss. Human Resources is responsible for forwarding all available reports and claim information to NMML.

### 22.0 HORSEPLAY:

Horseplay has resulted in many employee injuries and much damage to city property; therefore, employees are prohibited from engaging in horseplay on the job, on city property, or while on official city business.

- Horseplay is defined but not limited to rough or rowdy behavior, boisterous play, pranks, or other improper behavior generally considered horseplay.
- Workers compensation and/or property damage claims resulting from horseplay may be denied by our insurance carrier, and the cost of restoration could be imposed on the responsible party(s).

### 23.0 HOUSEKEEPING:

Good housekeeping eliminates many accidents and injuries, such as slips, trips, falls, fires, and property damage. Reasonable housekeeping procedures are essentially the application of care and common sense. Employees are responsible for ensuring their respective work areas are clean and properly maintained.

- 23.1 All buildings, offices, passageways, storerooms, and service rooms shall be kept clean, orderly, and in a sanitary condition. Keep all areas clean to the extent the nature of work allows. Each facility and work area should be cleaned on a regular basis or as often as necessary to maintain a clean and sanitary environment.
- Aisles, passageways, and other forms of egress shall allow for direct access to exits, and be kept free from hazards or protruding objects that may prevent occupants from egressing buildings.
- 23.3 All storage and stock items shall be properly stored in cabinets, closets, or other recommended storage sites.
- All garbage, refuse, and other waste shall be disposed of as soon as reasonably practical.

### 23.5 Employees shall:

- a. Maintain all work areas and vehicles in as orderly a manner as permitted by the nature of the work being performed.
- b. Take necessary steps to keep work areas free of trip hazards.
- c. Take necessary steps to properly dispose of combustible materials and keep work areas clear of litter.
- d. Not store loose or heavy materials overhead. Store heavy materials low and horizontally or properly secured to prevent falling or sliding.
- e. Properly and frequently dispose of garbage, combustibles, flammable, and other hazardous waste in accordance with applicable standards. Suitable containers shall be provided for collecting and separating waste, oily rags, trash, etc. Covers are recommended for containers used for combustibles and flammables.
- f. Immediately report all spills or leaks to the appropriate director, while securing the site until appropriate staff is available.

### 24.0 OFFICE SAFETY:

Office work has many more hidden dangers than generally expected. Offices should be laid out for efficiency, convenience, and safety. The principles of workflow apply to all types of work, from general offices to maintenance shops.

- 24.1 Good housekeeping is the key to a safe office environment. Since trip and falls are a major concern, when walking, employees should watch for obstacles, spills, and debris on the floor. Employees are responsible for maintaining their work area in a clean and orderly manner.
- 24.2 File cabinets, desks, and table drawers shall not be left open when unattended or not in use. Only one drawer should be opened at a time. Do not overload top drawers; heavy loads should be stored in lower drawers.
- 24.3 Employees should not sit on edges of chairs, nor tilt chairs backwards, unless the chair is constructed to do so.
- 24.4 Chairs, desks, and other furniture should not be used as makeshift ladders.
- 24.5 Employees shall not lift heavy or cumbersome loads; use a lifting device or seek assistance.
- 24.6 Employees shall walk cautiously up and down stairs; handrails shall be used whenever possible. Avoid carrying loads up or down stairs whenever possible.
- 24.7 Immediately report unsafe office conditions to a supervisor, e.g. sharp edges on chairs, desks, filing cabinets, trip hazards, etc.
- 24.8 Office electrical equipment should be properly grounded and regularly inspected. Electrical circuits should not be overloaded.

### 25.0 FLEET SAFETY:

Operation of vehicles is the city's greatest risk exposure and one of the leading causes of injury and liability. The city has adopted a nationally recognized driver's training program to better prepare employees for safe driving and reinforce the importance of safe driving techniques. Employees should maintain their full attention to driving activities when operating city vehicles. No phase of any job is of greater importance than safe driving.

- 25.1 All employees required to drive must possess a current and valid driver license and submit a copy of a valid license to Human Resources for a driver's record review.
- Use of personal vehicles to conduct city business is discouraged. Before using a personal vehicle for city business, the affected employee is required to submit a

- copy of proof of insurance for the vehicle to their immediate supervisor. Under no circumstances shall an uninsured personal vehicle be used for city business.
- 25.3 Emergency driving (red lights and/or siren activated) shall be conducted in accordance with New Mexico State Statute and department policy. All drivers engaged in emergency driving shall drive in a responsible and safe manner, and exercise due regard for the safety of all persons.
  - a. Clearing an intersection during emergency driving is one of the most dangerous acts an emergency vehicle operator will ever attempt; many operators have been injured or killed performing this maneuver. Even though operating a vehicle with emergency equipment activated exempts emergency operators from many traffic laws, operators are still obligated to drive in a responsible and safe manner. Prior to entering an intersection or attempting to pass a vehicle, operators should:
    - 1) Not assume other drivers are aware of your presence or intent to enter an intersection or pass;
    - 2) Identify potential obstacles by using quick searching methods;
    - 3) Be prepared to stop at any time prior to entering or while in an intersection, or while attempting to pass;
    - 4) Do not assume that because one or two vehicles gave you the right-of-way all other drivers are aware of your presence or intentions; and
    - 5) Look for other emergency response vehicles.
- 25.4 When parking emergency vehicles to control traffic, provide services, or protect a scene, extreme caution and reasonable judgment should be exercised. Whenever possible, place emergency vehicles in a position that is highly visible and best suited to accomplish the task without compromising scene personnel or the public.
- 25.5 The use of cellular telephones while operating vehicles is prohibited unless a hands-free system is used or as authorized by law. Employees should use due caution when using a cellular telephone while a vehicle is in motion. The primary responsibility of employees that are engaged in vehicle operation is the safe operating of the vehicle. Employees are encouraged to safely park out of traffic prior to engaging in a telephone conversation. At no time while operating a vehicle should the driver text or read a text.
- 25.6 Employee and occupant use of seatbelts is mandatory as required by law. Child restraint devices are also mandatory as required by law.
- 25.7 Due to the frequency of backing accidents, whenever possible, drivers should use their discretion and back vehicles during the least hazardous period. Whenever possible, drivers should conduct a walk-a-round (circle of safety) before backing vehicles.

- 25.8 Before using city vehicles, drivers should inspect the vehicle for visible damage, inoperable lights, under-inflated tires, or any other noticeable condition that may create an unsafe situation. Vehicles shall be inspected at the following intervals:
  - a. Pre-trip -- employee
  - b. Quarterly -- supervisor
  - c. Regularly scheduled maintenance checks -- maintenance staff

### 26.0 FIREARM SAFETY

- 26.1 Carrying or possessing a firearm on duty or at a city facility is prohibited, except as required or authorized for law enforcement personnel.
- 26.2 Carrying or possessing a firearm after consuming any alcoholic beverage or drug or medication that might impair the shooter's ability is prohibited, except as authorized by the state law.
- All firearms shall be considered loaded, including co-worker firearms, firearms located at scenes, firearms processed for evidence, and firearms at home. Always check the load condition of any firearm handled. If given a firearm, assume it is loaded, regardless of the situation.
- 26.4 Only use ammunition approved by the department.
- 26.5 <u>Wear appropriate eye and ear protection</u> when firing a weapon for practice or during training.
- When at home off-duty, <u>firearms shall be secured</u>. Firearms should be unloaded and secured with a gunlock. Do not rely on a special hiding place, particularly if children are present at home.

### **27.0 ELECTRICAL SAFETY:**

Electrical equipment shall be free from recognized hazards likely to cause death or serious physical harm to employees or the public. All live wires shall be properly guarded; no employee or building occupant shall be exposed to live wires.

- 27.1 All portable electric tools and equipment shall be grounded, unless they are double insulated and possess a 3-pronged male plug.
- All control panels (breaker boxes) shall be legibly marked to indicate the purpose of each switch or disconnect on the panel.
- 27.3 Cut, spliced or damaged cords or plugs shall be replaced to safeguard employees and the public from exposure to live wires or electrical current.
- 27.4 All outlet boxes shall possess secured faceplates or approved fixture covers.

- 27.5 Lamps or lights placed less than 7 feet above the surrounding surface shall possess covers or protective shield fixtures.
- 27.6 Extension cords may be used for short periods (temporary use); however, they cannot be used for extended periods. Extension cords cannot be used as a substitute for permanent wiring. If extension cords are necessary for extended periods, additional outlets should be installed.
- 27.7 Cords, cables, or wires in aisles and walkways should be covered and protected by cable bridges or other approved devices. Placing cords, cables or wires under floor mats or carpet is prohibited.
- 27.8 Only UL approved power strips may be used in the office. Power strips may not be connected in series to one another. Only one power strip maybe connected to a single receptacle source.
- 27.9 All bathroom electrical outlets shall possess Ground Fault Interrupter Circuits (GFIC). GFIC can be located at either the outlet or the control panel.
- 27.10 Portable heaters are prohibited unless approved by the Facilities Maintenance. Approved portable heaters must possess safety features to de-energize the unit when overturned or tipped over.

### 28.0 LADDER SAFETY:

- 28.1 Employees using ladders or approved stepping devices shall inspect the apparatus for defects prior to use. Ladders/stepping devices possessing defects will not be used and should be immediately reported to a supervisor.
- 28.2 Employees should use only approved ladders/stepping devices for ascending and descending purposes. The use of chairs, desks, other office furniture, etc., as a means of ascending or descending is prohibited.
- 28.3 Metal ladders shall not be used near electrical wires or for any type of electrical work.
- 28.4 Position ladders in a manner that the distance from the base of the point of support to the foot of the ladder is at least one-fourth the length of the ladder.
- Whenever possible tie or secure the ladder to keep it from falling or slipping sideways.
- 28.6 Straight ladders should extend at least 3 rungs above the level to which the user is climbing. Never stand on the top rung or platform of a ladder.
- 28.7 Only one person shall be on a ladder at a time.

- 28.8 Never hand-carry articles while climbing a ladder. When ascending or descending, face the ladder using the three-points of contact technique.
- 28.9 If it is necessary to place a ladder near a door or where there is pedestrian traffic, set up warning signs or take precautions to prevent accidental contact that might upset the ladder.

### 29.0 WALKING SURFACE:

Floors and walking surfaces should be maintained in a dry condition. Wet floors shall be immediately isolated and cleaned. All floors, aisles, and passageways should be free of obstructions and hazards.

- 29.1 Fire exits shall be well marked and unobstructed.
- 29.2 During mopping or cleaning activities, "Caution Wet Floor" signs should be conspicuously located adjacent to the wet floor to warn personnel and occupants of the potential slip hazard.
- 29.3 All stair treads and nosing shall be slip-resistant.
- 29.4 For the security of city buildings, all doors should function properly. Due to the high-profile nature of city services, directors shall decide if exterior doors may be propped in an open position for a temporary need. Under no circumstances can an exit door be locked or propped in a closed position from the egress side.

## 30.0 PERSONAL PROTECTIVE EQUIPMENT (PPE) PROGRAM:

PPE shall not be used as a substitute for engineering controls, work practices and/or administrative controls. PPE should be used in conjunction with these controls to provide employees with protection from hazards. PPE includes all clothing or other work accessories designed to create a barrier against hazards.

- 30.1 Directors are responsible for ensuring compliance to all applicable PPE regulatory mandates. All PPE shall meet American National Standards Institute (ANSI) or other applicable authority requirements. The following PPE will be provided to affected employees:
  - a. Hand Protection: Employees generally use four types of protective gloves: leather, Nomex, latex and rubber.
    - 1) Leather gloves shall be worn as protection from the elements, rough surfaces, welding operations, and during any other activity where employees may injure the hand if not worn.
    - 2) Nomex gloves shall be worn during specialized tasks to prevent injury and burns.
    - 3) Latex gloves shall be worn when there is a potential for exposure to biological (blood borne pathogens), diseases from humans or animals, and

- for sanitation purposes. Hypoallergenic gloves or a similar alternative shall be provided to employees who demonstrate sensitivity to or are allergic to latex gloves. Affected employees should consult with their immediate supervisor.
- 4) Rubber gloves shall be worn when working with hazardous chemicals. Consult the Material Safety Data Sheets (MSDS) for appropriate PPE, prior to exposure.
- b. Eye/Face Protection: Eye protection consists of impact resistant glasses, chemical goggles, face shields, and filter lens. Eye and/or face protection is necessary to protect the eye or face from flying particulate matter, molten metal, body fluids, chemicals acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
  - 1) Impact resistant glasses shall be worn to protect the eyes from impacts from flying fragments, objects, chips, particle sand, dirt, or other debris.
  - 2) Chemical goggles shall be worn to prevent exposure to chemicals. Consult the appropriate MSDS prior to use.
  - 3) Face shields and spectacles shall be worn to prevent exposure to flying particulate matter, heat sources and high temperatures, hot sparks, splash from molten metals, body fluids, and optical radiation.
  - 4) Filter lens possessing a shade number appropriate for the work performed shall be used to protect employees engaged in welding or other operation likely to cause light radiation injuries.
- c. Protective Footwear: Protective footwear (metatarsal guards or shoes/boots) should be sturdy and possess an impact-resistant toe. Protective footwear shall be worn if the work being performed may result in an injury from falling, rolling, or sharp objects, or objects piercing the sole.
- d. Head Protection: Head protection should be worn at building construction sites, street construction and maintenance projects, and any other location where there is a potential for falling, thrown, or flying objects.
- e. Hearing Protection: Exposure to high noise levels can cause hearing loss or impairment. Noise levels are measured in units of decibels (dB). There is no cure for noise-induced hearing loss; prevention of excessive noise is the only method of avoiding hearing damage.
  - 1) Appropriate hearing protection includes earplugs, ear wool, ear canals, and earmuffs.
  - 2) Ear protection against the effects of noise exposure shall be provided when it is not feasible to reduce noise levels or when durations of exposure exceed OSHA standards. Acceptable duration of exposure limits is identified in **Table 1**.
  - 3) Hearing protection shall be worn when discharging a firearm for training.

- f. Respiratory Protection: The use of respiratory protective devices is normally restricted to times of intermittent hazardous exposures or when such exposures are not practically controlled by other methods.
  - 1) Respiratory protective devices shall be used when handling or working with hazardous chemicals requiring their use, working around excessive dust or particulate matter, or in oxygen deficient atmospheres. Consult the appropriate MSDS for appropriate respirator type prior to exposure. Examples include but not limited to handling lime and cement, spray painting, disbursement of weed and insect chemicals, working with chemical cleaning agents or solvents, investigating and/or disposing of clandestine laboratories, etc.
  - 2) Other respirator requirements are listed in the Respirator Program section of this manual.
- g. Ballistic Protection: Ballistic vests shall be worn by all uniformed law enforcement personnel responding to routine or special calls for service, or when exposed to direct public contact in an enforcement capacity. Non-uniformed personnel should wear body armor when serving arrest or search warrants or any other time the risk of gunfire is likely.
- h. Reflective safety vest: Reflective (day-glow) safety vests are designed to illuminate personnel when on or adjacent to the street, highway, or congested traffic areas.
  - 1) Tasks generally requiring reflective vests include, but not limited to street crews, water and waste water activities, and field and law enforcement personnel.
  - 2) Law enforcement personnel should not wear a reflective vest if wearing the garment compromises officer safety.
- i. Other Protection: Some specialized tasks, by their nature, may occasionally require the use of other PPE. PPE shall be provided and used as applicable to industry standards or as recommended by the manufacturer.
- 30.2 Each director is responsible for ensuring that appropriate PPE and associated training is provided to employees for all hazards likely to be encountered on duty. Training and PPE shall be provided to employees before exposure to the hazard. Training records will be maintained by Human Resources.
- 30.3 Employees are responsible for wearing and maintaining appropriate PPE in operations/activities where there is exposure to hazardous conditions or where a need to reduce the hazard is indicated.
- 30.4 All lost, stolen, worn, or damaged PPE shall be immediately reported to the appropriate supervisor.

30.5 Routinely clean and disinfect PPE as required by the manufacturer or regulatory mandate.

### 31.0 MATERIALS HANDLING/LIFTING PROCEDURE:

Lifting injuries constitute a significant impact on city services; therefore, all employees should make every attempt possible to seek assistance or use a lifting device when lifting heavy or cumbersome loads.

- 31.1 Employees are not expected to lift heavy or cumbersome loads without assistance or use of a lifting device. Prior to lifting, employees shall inspect the load for slivers, jagged or rough edges, burrs, slippery surfaces, or for any other hazard. If the load cannot be made safe to move, seek assistance from a coworker or use a lifting device. If assistance or a lifting device is not available, consult with a supervisor before attempting a lift.
- 31.2 Loads weighing over 45 pounds or loads believed to be too cumbersome to lift alone should not be attempted. However, in rare instances employees may have to act out of necessity and lift heavier loads; they should make every attempt possible to seek assistance or use a lifting device whenever practical.
- 31.3 The following is the recommended lifting procedure:
  - a. Have a good footing on a solid sturdy platform. Whenever possible, one foot should be positioned in front or behind the load and one foot to the side of the load.
  - b. Be sure to have a good firm grip. Typically, when people lose control of a load, they tend to grab the falling load, which often results in a severe back injury. Do not try to catch a falling load; step away from the load.
  - c. Take a deep breath and hold it until the load is in a comfortable position. Proper breathing aids the lifting process and helps prevent back injuries.
  - d. Lift the load with your legs, not your back. Bend down to the load at the knees, keep your back reasonably straight, and lift the load with your legs. The legs are the strongest muscles in the body and should provide enough strength to lift most loads.
  - e. Keep the load close to the body. The farther away the load is from your body, the greater the strain on your back, thus increasing the likelihood of a back injury.
  - f. Do not try to lift or carry a load over 45 pounds. When in doubt, get assistance, use a lifting device, or consult a supervisor.
  - g. Although back belts are useful in maintaining proper body posture during a lift, they will not allow you to lift heavier loads nor protect your back during a lift. Employees wearing back support belts should use the proper lifting procedure when lifting loads. Prolonged use of back support belts could weaken abdominal muscles; therefore, back support belts should be loosened or removed when not lifting loads.

### 32.0 ERGONOMIC PROGRAM:

To prevent work-related musculoskeletal disorders (WMSD), the city has developed a Computer Workstation Ergonomic Program. All affected employees are expected to follow and comply with the program. The city recognizes that employees using a computer for extended periods (2 hours or more) per day are at risk of developing WMSD. The focus of this program is to provide suitable ergonomic equipment whenever possible, improve workstation designs, and educate employees.

- 32.1 Directors have the overall responsibility for implementing, managing, and evaluating the Ergonomic Program within their respective departments.
- 32.2 Directors shall plan for all workstation components before purchasing new or replacement computers or office equipment. Prior to purchasing, decide what risk factors exist and what equipment is necessary to attain neutral posture. The Procurement Officer can provide directors with ergonomic product information. After these issues have been resolved, the director is in a better position to order the appropriate equipment. However, the Procurement Officer must approve all ergonomic equipment purchases in advance.
- 32.3 Ergonomic training shall be provided to affected employees on a regular basis, at a minimum of every 3 years. Training records will be maintained by the Human Resources.
- 32.4 Directors shall periodically conduct job analysis in the work area to identify employees at risk of developing WMSDs, as well as to identify tasks causing or contributing to WMSDs. Once accomplished, supervisors will institute appropriate engineering or administrative controls to abate hazards.
- 32.5 Supervisors will ensure employee compliance with the Ergonomics Program and provide or request workstation evaluations as necessary.
- 32.6 Employees are responsible for complying with the Ergonomics Program and for utilizing all equipment and office furniture within suitable ergonomic guidelines.

### 33.0 FACIITY INDOOR ENVIRONMENTAL QUALITY (IEQ):

IEQ issues are an area of emerging concern for employers. Generally, these problems stem from poor or no preventive maintenance or housekeeping. The

city intends to provide employees with a safe and healthy work environment. This can only be accomplished by providing a systematic IEQ plan for all city facilities.

Facility Maintenance is responsible for the IEQ of city facilities and for ensuring the following:

- a. HVAC systems are maintained and that all operating equipment and controls are in proper working condition. HVAC systems should be inspected and serviced as recommended by the manufacturer, but no less often than every 6 months (winter and summer transitions). Ensure that all exhaust fans operating independently of the HVAC system are functioning properly.
  - 1) Replace HVAC filters as recommended by the manufacturer.
  - 2) Assure thermostats are set to "on" rather than "automatic". The system will not provide ventilation when the thermostat is set on "automatic."
  - 3) Assure thermostats are set between recommended ranges (68-72 degrees).
  - 4) Assure occupants do not modify office areas by covering supply air vents with furnishings, cardboard, etc.
- b. Oversee employee and contractor activities that affect IEQ. These activities include housekeeping and building maintenance. Also, ensure pesticides used in facilities do not create additional environment or IEQ hazards. Review cleaning and pesticide schedules, ensuring cleaning/pesticide agents introducing strong odors or contaminates are used during periods when the facilities are unoccupied or minimally staffed.
  - 1) Assure that all floors are cleaned or vacuumed at least weekly.
  - 2) Water leaks or moisture stains in the roof, plumbing, ceiling finish, and carpeting shall be immediately addressed, as these deficiencies will cause mold and fungus growth.
- c. Maintain communications with occupants and address IEQ concerns or complaints in a timely manner.
- d. Educate employees and contractors about their responsibilities in relation to IEQ. Require contractors to communicate all products or processes that could affect IEQ and determine a plan to minimize or eliminate the potential hazard. This process should include review of the contractor's product material safety data sheets (MSDS).
- e. Identify aspects of projects that could affect IEQ and manage these projects to ensure that good IEQ practices are maintained. Projects would include renovations, remodeling, relocating of employees and functions within the building, and new construction. These projects or activities can create IEQ problems by producing dust, odors, micro-biologicals and their spores, and emissions.
- f. In coordination with the appropriate director, review all hazardous product material safety data sheets (MSDS) in the facility to determine the impact of the materials on IEQ and their appropriateness for the facility. Whenever possible, substitute hazardous products for less hazardous ones.
- 33.2 If an IEQ problem arises, the appropriate director shall notify the Facilities Maintenance Director. The Facilities will work with IEQ experts and/or consultants to resolve the problem.

### 34.0 BLOODBORNE PATHOGEN EXPOSURE CONTROL PROGRAM:

Compulsory to OSHA standards, the city has developed an Exposure Control Program. All employees having an occupational exposure to BBP's are expected to comply with this program.

- 34.1 Employees: Employees in the following job classifications are deemed at risk of exposure to infectious diseases transmitted through blood and other body fluids:
  - a. Custodial/Maintenance staff
  - b. Landfill/Transfer Station staff
  - c. First Aid providers
  - d. Sworn police personnel
  - e. Waste Water staff
  - f. Others as identified
- 34.2 Groups: Although employees should never assume any person they contact is free of infectious diseases, a high risk of transmission has been shown to exist when contact occurs with the following groups:
  - a. Bleeding persons
  - b. Alcohol abusers
  - c. Illegal drug users
  - d. Homosexual, bisexual, and promiscuous adults
  - e. Prostitutes
  - f. Hemophiliacs
  - g. Persons with open or infected wounds
  - h. Persons who state they have Hepatitis B or C, or AIDS
- 34.3 Situations: Employees may encounter situations where there is a high risk of transmission of infectious disease. The situations include, but are not limited to:
  - a. Any occasion when body fluids are present;
  - b. Residences/areas and restrooms with unsanitary conditions;
  - c. Collection of or handling waste (liquid or solid);
  - d. Cleaning of restrooms;
  - e. Death scenes, especially those situations where body fluids may be emitting from a decedent;
  - f. Combative situations, especially those situations where bleeding occurs;
  - g. Body searches:
  - h. Crime scenes-specific dangers include knives, needles, razor blades, and soiled or contaminated evidence and clothing;
  - i. Searching persons and their personal affects, i.e., purses, bags etc.; and
  - j. Situations and groups not listed above; employees must judge the risk level.

### 34.4 Methods of Compliance:

- a. Universal Precautions: Universal precautions will be observed when employees are exposed to blood or other potentially infectious materials.
   Since body fluid may transmit infectious diseases if it contains traces of blood, employees are directed to treat all blood and body fluids as infectious.
- b. Hand Washing: Hands and other skin surfaces must be washed thoroughly, as soon as possible, if contaminated with blood or other potentially infectious materials to which universal precautions apply. Hands should always be washed after gloves are removed, even if the gloves appear intact. Hand washing should be completed using appropriate facilities such as utility or restroom sinks, EMS water sources, etc.
  - 1) Hands must not be washed in a sink where food preparation may occur. Hand washing should be done with soap and warm water.
  - Waterless antiseptic hand cleaner should be provided to employees when hand-washing facilities are not available. The application of germicides before shift and after exposure is highly encouraged. Employees are advised to wash their hands at the earliest opportunity after using waterless antiseptic cleaners.
- c. Protective Clothing: At-risk employees will be provided disposable gloves, goggles, and, if necessary, facemasks. Disposable gowns and disposable impervious shoe covering will be available for unusual cases where great volumes of blood or other potentially infectious materials may be present, such as at violent crime scenes.
  - 1) Disposable gloves must be worn when employees are involved with cleaning restrooms, collecting trash by hand, handling liquid waste, searching prisoners/inmates, or any activity an employee may contact contaminated items.
    - a) Employees who demonstrate sensitivity to or are allergic to latex gloves shall be provided hypoallergenic gloves or other similar alternative. Affected employees should consult with their immediate supervisor.
  - 2) Eyewear must be worn in cases where splashing of blood or other potentially infectious materials may be anticipated.
  - 3) Employees must use appropriate PPE, except in rare and extraordinary circumstances. Such circumstances occur when in the employee's professional judgment use of PPE would prevent delivery of public safety services or would pose an increased hazard to the safety of the employee or coworkers.
  - 4) Contaminated disposable items must be discarded in a red biohazard plastic bag. Contaminated waste can be disposed of by a medical waste company or service.

- 5) Employees should avoid handling personal items such as combs, pens, etc., while wearing contaminated gloves.
- d. Laundering: Uniforms, towels and other contaminated cloth material worn or used by employees should be handled with gloves and bagged in biohazard bags. Soiled clothing may be decontaminated by laundering in accordance with manufacturer instructions. The use of a laundry service is recommended; employees should not take contaminated clothing home for laundering.
  - 1) Boots and leather may be scrub-brushed with a disinfectant to remove contamination.
  - 2) Employees whose uniform or other clothing is contaminated shall change to clean clothing as soon as possible.
- e. Needles and Sharp Objects: Employees shall take precautions to prevent injuries from needles, knives, broken glass, razor blades, or other sharp instruments or debris, which can puncture or lacerate the skin.
  - 1) Employees must use caution when searching persons, containers, vehicles, buildings, and cells. The proper technique is to gently pat the outside of the clothing or object. If something is detected, carefully feel around the object until you have an understanding as to what the object might be. Do not overtly stick your hand in a pocket or blind area until you are reasonably certain it is safe.
  - 2) Employees must use caution when searching purses and other personal affects. The proper technique is to carefully empty the contents of the purse, bag, etc., on to an open surface. Do not blindly stick your hand in a purse, bag, etc.
- f. Housekeeping: All equipment and work areas shall be cleaned with appropriate disinfectant and decontaminated after contact with potentially infectious materials as soon as possible after a spill or contact.
  - Wastebaskets cannot be used to discard contaminated items. Only waste dispensers possessing biohazard bags may be used to discard contaminated items.
  - 2) Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lens are prohibited in work areas where there is a reasonable likelihood of occupational exposure.
  - 3) Food and drinks shall not be kept in refrigerators, freezers, shelves, cabinets, or on counter tops where blood or other potentially infectious materials may be present.
- g. Hepatitis B: Hepatitis B vaccinations will be made available to all employees having an occupational exposure. The offer of vaccination will be made prior to occupational exposure. Employees may decline to accept Hepatitis B vaccinations by signing a waiver that includes a statement that the employee

acknowledges the risks associated with contracting Hepatitis B has been explained.

- 1) An offer of Hepatitis B vaccination must be made to new employees or employees changing assignments having occupational exposure within 10 days of hiring or the reclassification date.
- 2) In accordance with OSHA 29 CFR Part 1910.1030, the declination form must state:

"I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me."

- 3) Employees initially declining Hepatitis B vaccinations, but later decide to accept the vaccination, must be allowed to receive the Hepatitis B vaccination at that time.
- h. Significant Exposure: A significant exposure occurs when blood or infectious materials come into direct contact with eyes, nose, mouth, an open cut, or by a needle puncture injury.
  - 1) Employees experiencing an exposure to blood or potentially infectious materials, or experiencing a situation where a significant exposure is likely to have occurred, will:
    - a) Notify their supervisor immediately and contact the city medical care provider. The medical provider will assess the physical injury to the employee and make a determination whether or not a significant exposure occurred. The medical provider will provide a course of action based on CDC guidelines, which may include administration of medications. Employees shall follow the instructions given by the medical provider.
    - b) The supervisor will contact Human Resources immediately after the exposure and describe the incident.
    - c) If a significant exposure did not occur, the medical provider will counsel the employee on the low risk of blood borne infection, and offer a baseline and follow-up testing to the employee, if the employee requires reassurance.
    - d) The supervisor will contact the medical provider to verify the incident and instructions.

- e) The affected employee must complete a worker's compensation injury report immediately after the exposure or on the next working day if after hours or on weekends.
- f) The supervisor will complete a Supervisor Investigation Report in accordance with city policy.
- k. Training: The City shall provide training regarding the spread of infectious disease to all employees every two years.
  - 1) Human Resources will keep a record of all bloodborne pathogen training. Training records will include the date, content of training, instructor's name, and a roster of employees in attendance.
- Recordkeeping: Medical records are confidential and are not released without the employee's expressed written consent to any person within or outside the city, except as required by law.
  - Medical records must include a copy of the employee's Hepatitis B
    vaccination record, including dates of vaccination or a signed copy of the
    refusal form. Medical records will be maintained by the Human
    Resources Director and retained for the duration of the employee's
    employment.

#### 35.0 HEARING CONSERVATION PROGRAM:

OSHA has established a regulation for noise exposure which identifies allowable noise levels, based on the duration of exposure. OSHA's permissible noise exposure limits are identified in **Table 1**.

- Noise level monitoring/surveys should be conducted periodically and resurveyed whenever changes occur in activities, processes, or equipment that increase noise exposure.
  - a. Upon request of a manager, noise level surveys will be conducted by the director, Safety Committee, NMML, or by a contract vendor.
  - b. Survey results will be maintained by the respective department.
- Audiometric testing will be conducted on affected employees at the time of hiring and annually thereafter.
- 35.3 Affected departments will offer a variety of suitable hearing protection devices to employees exposed to noise levels meeting or exceeding 85 dBA. Hearing protection is mandatory and shall be worn where noise exposures equal or exceed 90 dBA.
- Directors will ensure all affected employees are trained in the purpose of hearing protection, proper fitting, use and care of hearing protection, and attenuation factors for each protector type.

a. Human Resources shall maintain all training records. Records shall specify the date of training, course content, instructor's name, and an attendance roster.

**OSHA Permissible Noise Exposure** 

Duration hours per day	Sound level dBA slow response
8	90
6	92
4	95
3	97
2	100
1.5	102
1	105
0.5	110
.25 or less	115

TABLE 1

#### 36.0 RESPIRATOR PROGRAM:

Due to the unpredictability of environmental situations occurring in city services, the city has developed a Respiratory Protection Program for affected employees. Each department director is responsible for administering the Respiratory Protection Program in their respective department. Employees requiring information concerning the program should contact their director or review this program.

- 36.1 Reasonable efforts will be made to make respiratory protection unnecessary for all operations involving respiratory hazards by employing administrative or engineering controls; however, if circumstances dictate that respirator use is required, the use of respirators will only be allowed after all OSHA requirements have been met. Use of an appropriate respirator will be necessary when operating in an oxygen-deficient atmosphere, or when using or in the presence of hazardous substances or unidentified chemicals.
- 36.2 Directors are responsible for auditing activities, identifying respiratory needs, and providing appropriate respirators and employee training.
- 36.3 Respiratory protective devices shall be used when handling or working with hazardous chemicals requiring their use, working around excessive dust or particulate matter, or in oxygen deficient atmospheres. Consult the appropriate MSDS for appropriate respirator type prior to exposure. Examples include but

not limited to handling lime and cement, spray painting, disbursement of weed or insect chemicals; working with chemical agents, cleaning agents or solvents; investigating and/or disposing of clandestine laboratories, etc.

Affected employees will conform to all regulatory mandates before respirator use including, but not limited to training, fit testing, medical examinations, and proper maintenance requirements. Human Resources shall maintain all training records. Training records shall specify the date of training, course content, instructor's name, and an attendance roster.

#### 37.0 CONFINED SPACE ENTRY:

City employees rarely enter confined space environments; however, when the occasion occurs, the situation is often unrecognized and extremely dangerous. Confined space examples include storage bins, pits, small enclosures, and crime

scenes. Employees will only enter a confined space when it is absolutely necessary and approved by a supervisor.

- 37.1 Confined Space is defined as a space having limited or restricted means of entry and exit and so configured that it is not designed for continuous occupancy. The following criteria would apply:
  - a. Atmospheric conditions in which a dangerous air contamination, oxygen deficiency (19.5% oxygen or less) or oxygen enrichment (23% oxygen or greater) may exist or develop;
  - b. Access (entry/exit) conditions where emergency removal of a suddenly disabled person is difficult due to the location or size of the access opening;
  - c. Engulfment conditions where the risk of engulfment exists or could develop.
- 37.2 Confined space entry means any action resulting in any part of an employee's face entering any opening of a confined space and includes any ensuing work activities inside the space.
- 37.3 General Entry Procedures: The following criteria shall be followed for all confined space entry:
  - a. A supervisor on scene will make a determination as to whether the space should be classified as a confined space and if entry is necessary.
  - b. If entry is necessary, initial atmospheric testing for O<sub>2</sub> levels and presence of toxic substances shall be conducted with properly calibrated and charged instrumentation.
    - 1) All employees entering a confined space will possess a radio maintaining contact with an observer.
    - 2) If at any time the affected employee(s) or supervisor determines a confined space entry to be unsafe, all employees will exit the confined space and remain outside until the environment is determined safe.

- 3) All employees in a confined space shall immediate evacuate if the warning alarm on any instrument is activated.
- 4) During all confined space entries, one employee will remain at the confined space entrance and act as an observer maintaining contact (via radio or some other method) with the entry team. The observer will not leave the entrance until all employees are outside the confined space.
- 5) The supervisor must remain on scene continuously testing the atmosphere and provide an emergency rescue and medical services if necessary.
- 6) Hot work activities likely to provide an ignition source are prohibited in a confined space, unless approved by the on scene supervisor. Hot work activities include any heating source capable of creating a spark or flame.
- 7) Smoking is prohibited within 20 feet of a confined space entrance.
- 8) The supervisor or designee shall record all 0<sub>2</sub> and toxic substance monitoring/testing findings.
- c. Based on the test findings, the supervisor will either determine that the confined space is safe or unsafe to enter. If the environment is safe, two or more employees may enter the confined space and complete required tasks.
- d. If the environment is determined to be unsafe, the supervisor will use mechanical ventilation or other means to render the confined space safe. Once the environment is determined safe, two or more employees may enter the confined space and complete the required tasks.
- e. If the environment is still unsafe, employees trained in confined space entry may enter the space. The supervisor will use mechanical ventilation or other means to ventilate the confined space. All employees entering the space must wear life support equipment, including a self-contained breath apparatus (SCBA), lifeline, and harness. Two employees may enter the confined space and complete the required tasks. No more than two employees will enter an oxygen deficient or enriched atmosphere, or an atmosphere containing toxic substances. Lifelines will be tied off safely outside the space. Lifelines will not be tied off to vehicles.
- f. If an emergency arises, the observer is not to enter the confined space. Employees can be removed from the confined space by retracting each lifeline, or the rescue team will enter the confined space and remove all employees.

#### 38.0 HAZARDOUS MATERIALS/CHEMICALS:

The Employee Right to Know Act mandates that employers take certain actions to train and inform employees routinely exposed to hazardous materials during work. This policy lists the statutory requirements and city procedures for implementation of this Act.

- For the accomplishment of work objectives, where possible, the city will substitute non-hazardous substances for hazardous substances.
- Where routine exposure to hazardous materials cannot be avoided, departments will take the following steps:

- a. Inventory hazardous materials in the workplace.
- b. Each department will conduct an initial assessment of chemical hazards in the workplace.
- c. An ongoing review of newly introduced substances will be accomplished by requiring supervisors to report any purchase of new hazardous materials to the department director.
- d. Each supervisor will report to the appropriate director all employees under their supervision who have reasonable potential for exposure to hazardous materials during the course of their assigned work. This identification will occur initially for program implementation and is an ongoing responsibility of the supervisor.
- e. For each substance identified as a hazardous material, the department will maintain:
  - 1) Material Safety data sheets (MSDS) as required by the Act. The information will be kept at each facility or department office.
  - 2) MSDS forms will be periodically reviewed by the director to ensure completeness and accuracy. This review includes periodic inspection of the workplace to determine if new hazardous materials are present and to determine if the SDS contains all appropriate information.
  - 3) Supervisors shall advise the director if a hazardous material is changed from its original container. Directors will be responsible for ensuring that all containers are appropriately labeled. In the event a hazardous material is present, all affected employees will be informed of all potential hazards.
- f. Employees can obtain copies of MSDS maintained at the facility or from the director during normal business hours. MSDS should not be removed from the files except for duplication purposes. If information is missing or employees require assistance in understanding the material, the employee should contact a supervisor for an explanation of the information.
- 38.3 Initial pre-assignment training shall be made available to employees having an exposure to hazardous materials prior to exposure to such substances. An annual training program will be established to include an explanation of how and where information about hazardous materials is stored in the workplace, how hazardous materials are labeled, and how specific data about these materials can be obtained. Training sessions will also cover hazardous materials possessing specific concentrations, which are highly dangerous.
- 38.4 Human Resources shall maintain all training records. Records shall specify the date of training, course content, instructor's name, and an attendance roster.
- 38.5 Employees have the right under the Act to refuse to work with a hazardous material if it places them in imminent danger, or if the required information or training has not been provided. Employees must comply with the following steps:
  - a. An employee refuses to work where exposed to hazardous materials.

- b. The department can correct the hazardous condition, provide necessary training, or reassign the employee to another work area.
- c. The employee may request the Safety Committee inspect the work area and make a determination of the exposure.
- d. If the Safety Committee determines the employee would have been in imminent danger of death or serious physical harm by performing the tasks assigned, or the department failed to provide the appropriate training and information required by the Act, the employee may refuse to work without loss of pay. The department will not discriminate against an employee for a good faith refusal to work with hazardous materials, if the employee requests corrective action and the department failed to do so.
- 38.6 The storage of flammables should be avoided whenever possible; however, if storage of gasoline is necessary, safety cans and approved storage containers shall be used. Safety cans possess a spring-closing lid and spout cover, but must be stored in approved storage containers.
- Flammables shall be stored as required by the product MSDS and kept away from other chemicals or hazards likely to cause a volatile reaction.
- Ammunition must be separated from flammable substances and other hazardous materials and stored in approved magazines or cabinets.
- 38.9 All hazardous materials shall be disposed in accordance with the MSDS or per federal regulations. All hazardous material spills, leaks or releases shall be cleaned promptly.

#### 39.0 LOCKOUT/TAG-OUT REQUIREMENTS:

Lockout/tag-out requirements are intended to prevent injuries and fatalities which result from the unexpected startup of machines while they are being serviced or repaired and to

protect employees from unexpected electrical or other energy discharges from machines while they are undergoing repair or service. Energy sources generally include electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy source that could cause injury.

A <u>lockout</u> is a locking device, such as a padlock, that is placed on a switch, value, or lever to prevent accidental machine startups or energy releases. A <u>tag-out</u> is a written warning informing employees not to operate a switch or other mechanism that could set a machine in motion or release hazardous energy.

39.1 Employees are required to use "lockout" and "tag-out" devices during maintenance and servicing operations. If an energy isolating device is capable of being locked out, then it should be locked out and tagged out. If an energy isolating device is not capable of being locked out, then a tag-out should be used.

- 39.2 Before any employee performs any maintenance or repair of a machine or equipment where unexpected start up or release of stored energy could occur, the machine or equipment should be isolated, and rendered inoperative (locked out).
- 39.3 Following the application of lockout and/or tag-out to energy isolating devices, all potentially hazardous stored energy should be relieved, disconnected, restrained, and otherwise rendered safe.
- 39.4 Prior to starting work on machines or equipment that has been locked out and/or tagged out; the employee shall verify that isolation and de-energization of the machine or equipment has been accomplished. Once the machine/equipment is safe, the work can be accomplished.
- 39.5 Before lockout/tag-out devices are removed and energy is restored to the machine or equipment, the work area should be inspected to ensure that non-essential items have been removed, components of the machine or equipment are operationally intact, and all employees have been safely positioned or removed.
- 39.6 After lockout/tag-out devices have been removed and before machine or equipment is started, affected employees should be notified that lockout/tag-out devices have been removed.
- 39.7 Each lockout/tag-out device should only be removed by the employee who applied the device.
- 39.8 All employees should receive training in lockout/tag-out devices and procedures, and the prohibition relating to attempt to restart or reenergize machines or equipment which have been locked out or tagged out.

# **CITY OF TRUTH OR CONSEQUENCES**

### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: G.1

da	
SUBJECT:	Award Recommendation for RFP #20-21-012 North Transformer Replacement
DEPARTMENT:	Finance Department
	: September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
	NT THE ITEM: Carol Kirkpatrick, Finance Director
	ound: RFP #20-21-012 North Transformer Replacement was advertised on July 2, 2021. It is on August 20, 2021. Evaluations were performed on August 23, 2021. Oral presentations
Recommendation	:
Evaluation Commi	ttee's Recommendation for Award is American Electrical Testing Co., LLC
Attachments:	Committee Panart
	Committee Report  ward to American Electrical Testing, Co., LLC.
	e of Award from American Electrical Testing Co., LLC
Fiscal Impact (Find	ance): Yes
Total cost of awar pending loan appr	d is \$1,095,682.52 plus Gross Receipts tax \$93,133.01 for a total of \$1,188,815.53. Project is oval.
egal Review (City	Attorney): N/A
Approved For Sub	mittal By: 🛮 Department Director
Reviewed by: 🛛	City Clerk ☑ Finance ☐ Legal ☐ Other: Click here to enter text.
Final Approval: 🗵	] City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Continued To: .  Approved File Name: CC As	□ Denied □ Other: .



# EVALUATION COMMITTEE REPORT RFP#20-21-012 NORTH TRANSFORMER REPLACEMENT

#### SUBJECT: Evaluation Committee Report - RFP #20-21-012 North Transformer Replacement

The Electric Department held a mandatory pre-proposal conference on July 15, 2021 wherein the prospective Offerors took a tour of the Electric Facilities where the transformer is going to be replaced.

On July 22, 2021, Offerors submitted written questions to the Procurement Office. Those questions were answered in writing and posted on the City's website by July 29, 2021.

The Procurement Office received four responses to its Request for Proposals for the North Transformer Replacement, prior to the deadline of 2:00 pm Mountain Standard Time, August 20, 2021. The companies who responded were: American Electrical Testing Co, LLC, Bixby Electric, McKinley Sales Company, and Virginia Transformer Corporation.

Virginia Transformer Corporation's proposal was deemed non-responsive as per attached letter. (Attachment A)

#### **Summary of Evaluation Committee Activity**

The members of the evaluation committee were: Boaz Easley, City of Truth or Consequences Electric Department Head, Kenneth Moran, Electric Department Foreman, and Steve House with Triple H Solar.

The Committee met on August 23, 2021 to score proposals. The evaluation criteria were developed by the committee prior to the mandatory preproposal conference on July 15, 2021. The Evaluation Point Table Summary attached reflects all the evaluation criteria used for scoring. (Attachment B)

After initial evaluation, the committee determined that the point totals were differentiated enough that oral presentations were not necessary.

#### **Evaluation Points**

<u>Organizational Experience</u>: The first part of the evaluation was based on Organizational Experience where points were awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff.

Points were also awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Organizational Experience was worth 400 points.

American Electrical received a total of 1200 points for an average of 400 points. Bixby Electric, Inc. received a total of 550 points for an average of 183 points. McKinley Sales received a total of 550 points for an average of 183 points.

<u>Organizational References</u>: The second part of the evaluation was based on Organizational References. Offerors were evaluated and points were awarded based upon references obtained by the Evaluation Committee that showed positive service history, successful execution of services and evidence of satisfaction by each reference. Organizational References were worth 100 points.

American Electrical received 94.65 points. Bixby received 23 points (only two references responded). McKinley Sales received 89 points.

Cost. Cost was worth 200 points out of 700 available points before Delivery Time points. McKinley Sales submitted the lowest overall offer at \$913,000 and was awarded the maximum points in this category of 100 points followed by American Electrical at \$1,106,681.52 (165 points) and Bixby Electrical at \$1,158,000 (158 points). The formula used to award points for cost was as follows:

Lowest Responsive Offeror's Cost / Offeror's Cost x Total Points Available

**Best and Final Offer:** As the Offeror with the highest score of 760, American Electrical Testing Co., LLC negotiated a best and final offer of \$1,095,682.52 plus gross receipts tax of \$93,133.01 for a total of \$1,188,815.53.

<u>Delivery Time</u>: Delivery time was a considerable factor in the project; therefore, the company with the shortest delivery time would receive 100 additional points. Two companies came in with the same delivery time, American Electrical and Bixby Electric at 34 weeks. McKinley Sales had 56-58 weeks.

<u>Recommendation of the Committee</u>. The committee considered all three offerors qualified to perform the work as specified in the Request for Proposals. As a result of the scoring, the committee respectfully recommends that the award and contract to perform the scope of work

as outlined in the Request for Proposal #20-21-012 North Transformer Replacement be awarded to **American Electrical Testing Co., LLC** who scored a total of 760 points. McKinley Sales had 507 points which included 35 points for New Mexico Preference-Resident Vendor, and Bixby Electric received 464 points.

Thank you for your time and consideration of the recommendation.

Boaz Easley, Evaluation Committee Member

Thunk Mora
Kenneth Moran, Evaluation Committee Member

Steve House, Evaluation Committee Member

Carol Kirkpatrick, Finance Director/Procurement Manager

#### ATTACHMENT A



# City of Truth or Consequences 505 Sims Street Truth or Consequences, New Mexico 87901 City (575) 740-7323 • Fax (575) 894-0363

August 23, 2021

Virginia Transformer Corporation Attn: Dave Cummins, Regional Sales Manager 220 Glade View Drive Roanoke, VA 24018

RE: Notice of Non-Responsive Offer to RFP 20-21-12 North Transformer Replacement

Name of Offeror:

**Virginia Transformer Corp** 

Offer Received:

August 19, 2021 10:51 AM

Attachments:

Bid Package \_O212701A\_City of TC Final Aug 19 21 pdf (one attachment)

Your offer as listed above has been deemed non-responsive for the following reasons:

#### 1. OFFEROR INCLUDED PRICING IN THE TECHNICAL PROPOSAL

- ✓ Pricing was not sent in a separate folder/file as required multiple times in the Request for Proposal (RFP).
- ✓ Pricing was referenced in the Table of Contents and included on the 7<sup>th</sup> page of the document. Pricing was also included on the 29<sup>th</sup> page of the document on Appendix D Cost Response Form. There is no way to separate the cost from the entire proposal and it is not the responsibility of the City or the Procurement Manager to separate out pages or alter the proposal from the Offeror in any way.
- ✓ The email submission did not provide separate binders or attachments are required in the RFP for the Technical Proposal and the Cost Proposal.
- ✓ Please reference Section III. RESPONSE FORMAT AND ORGANIZATION, B. Number of Copies and C Proposal Format-Electronic Only
- ✓ Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Proposal Content and Organization, may be deemed non-responsive and rejected on that basis.

#### 2. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

- ✓ Offeror altered the Campaign Contribution Disclose Form by adding (Not Applicable) on the top right corner of the form
- ✓ Offeror failed to complete or sign the form as required.

#### See Section C. BUSINESS SPECIFICATIONS:

#### 4. Campaign Contribution Disclosure Form

The Offeror must complete an <u>unaltered</u> Campaign Contribution Disclosure Form and <u>submit a signed copy</u> with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). <u>Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.</u>

#### 3. ORGANIZATIONAL REFERENCES

The reference list provided by the vendor did not follow the required format or provide the information as listed in Section 2. Organization References below:

#### Section 2. Organizational References

Offeror must provide a list of a minimum of three five (5) references from similar projects/programs performed for private, state or large local government clients within the last three (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

If you have any questions, please feel free to contact me via email at <a href="mailto:ckirkpatrick@torcnm.org">ckirkpatrick@torcnm.org</a> or by phone at 575-740-7323.

Sincerely,

Carol Kirkpatrick

Finance Director/Procurement Manager

CC: Procurement File

### **ATTACHMENT B**

# RFP 20-21-12 NORTH TRANSFORMER REPLACEMENT TECHNICAL AND COST PROPOSAL EVALUATION AUGUST 30, 2021

Evaluation Factors (Correspond to section IV.B and IV C)	Points Available	Bixby Electric	American Electrical Testing	McKinley Sales
B. Technical Specifications				
B. 1. Organizational Experience	400	183	400	183
B. 2. Organizational (Verbal) References	100	23	95	89
C. Business Specifications				
C.1. Financial Stability	Pass/Fail	Pass	Pass	Pass
C.2. Performance Surety Bond	Pass/Fail	Pass	Pass	Pass
C.3. Letter of Transmittal	Pass/Fail	Pass	Pass	Pass
C.4. Campaign Contribution Disclosure Form	Pass/Fail	Pass	Pass	
C. 5. Oral Presentations (N/A)	1 433.1411	N/A	N/A	Pass
C.6. Cost	200	158		N/A
TOTAL POINTS AVAILABLE	700	364	165	200
C.7. New Mexico Preference - Resident Vendor Points per Section IV C. 7 (Avail x 5%)	35	- 304	- 660	472 35
C.7. New Mexico Preference - Resident Veterans Points per Section IV C.7 (Avail x 10%)	70	•	-	*
C.8 Shortest Delivery Timeline Preference – Points per Section IV C.8	100	100	100	-
Evaluation Point Summary	905	464	760	507



# City of Truth or Consequences

505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 740-7323 Fax (575) 894-0363

#### **NOTICE OF AWARD**

September 9, 2021

American Electrical Testing Attn: Billy Fernandez bfernandez@aetco.us 25 Forbes Blvd, Suite 1 Foxboro, MA 02035

Re: Notice of Award of RFP#20-21-12 North Transformer Replacement

Dear Mr. Fernandez,

The Evaluation Committee for the above mentioned Request for Proposal (RFP) has selected your company to provide the services as listed in RFP #20-21-012 North Transformer Replacement for the City of Truth or Consequences.

The City of Truth or Consequences has reviewed and accepted your final cost proposal in the amount of One Million, Ninety-Five Thousand, Six Hundred Eight Two Dollars and Fifty Two Cents (1,095,682.52) plus gross receipts tax. (Attached)

Pease note that this award and the preceding contract are pending funding and the final approval of the City of Truth or Consequences' City Commission. The City of Truth or Consequences will inform you of when you may start the actual project via a purchase order and a "Notice to Proceed."

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, September 10, 2021 by 2:00 pm. You can email it to procurement@torcnm.org.

In addition, if you agree with the attached Agreement, please print and sign two copies of the signature page only. Please return both originals to me no later than September 14, 2021 by 2:00 pm. The signed signature pages can be mailed to: City of Truth or Consequences, Procurement Office, 505 Sims St. Truth or Consequences, NM 87901.

Also, would you please scan and email a copy of the signature page to me by or before September 14, 2021. I would greatly appreciate it. (procurement@torcnm.org)

We will send you an executed copy of the contract for your records after the City of Truth or Consequences' Commission approves the award and the contract on September 22, 2021. You may

not begin work until the Commission has approved both the award and the contract, and you have been issued an approved purchase order and a "Notice to Proceed."

We look forward to the execution of this contract and to working with your firm. Should you have any questions, please do not hesitate to contact me at 575-740-7323.

Sincerely,

Carol Kirkpatrick

Finance Director/Procurement Manager

Carolk inxpatia

City of Truth or Consequences

Attachments: Best and Final Cost Offer-American Electrical Testing Co, LLC

Award Acceptance Letter

City of Truth or Consequences Agreement

# CITY OF TRUTH OR CONSEQUENCES ACCEPTANCE OF AWARD

# **RFP #20-21-012 NORTH TRANSFORMER REPLACEMENT**

On behalf of American Electrical Testing Co, LLC,
I,, accept the award for Request for
Proposal (RFP) #20-21-012 North Transformer Replacement as follows:
Compensation: One Million, Ninety-Five Thousand, Six Hundred Eigh
Two Dollars and Fifty Two Cents (\$1,095,682.52) plus gross receipts tax
I understand that the Final Award and Agreement are pending approva
by the City Commission and funding. If the City Commission does no
approve the Final Award or Agreement, or the City does not received
funding, then the Award and Agreement will be terminated.
Accepted by:
(Authorized Signature)
Date:
Date:

Please return this form to the Procurement Office <u>no later than</u>

<u>September 10, 2021 at 2:00 pm</u>. The form can be emailed to:

<u>procurement@torcnm.org</u> or hand deliver to City of Truth or

Consequences, Procurement Office, 505 Sims Street, Truth of

Consequences, NM 87901.

### **APPENDIX D**

RFP 20-21-12 REPLACEMENT OF NORTH TRANSFORMER NAME OF OFFEROR: American Electrical Testing Co., LLC

# **COST RESPONSE FORM**

Description	Туре	Quantity	Cost per Item
Transformer Replacement	Best and Final	1	\$1,095,682.52

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

William
Fernández
DM: CN = William Fernández email
bipmandez@aetco.us C = US O

EN Area Manager
Date: 2021.08 31 16:16:09 -04'00'

# CITY OF TRUTH OR CONSEQUENCES ACCEPTANCE OF AWARD

### RFP #20-21-012 NORTH TRANSFORMER REPLACEMENT

On behalf of <b>American Electrical Te</b>	sting Co, LLC,
I, William R. Fernandez	, accept the award for Request for
Proposal (RFP) #20-21-012 North Tr	ansformer Replacement as follows:
Compensation: One Million, Ninet	y-Five Thousand, Six Hundred Eight
Two Dollars and Fifty Two Cents (\$1	.,095,682.52) plus gross receipts tax.
I understand that the Final Award a	nd Agreement are pending approval
by the City Commission and fundir	g. If the City Commission does not
approve the Final Award or Agreen	ment, or the City does not received
funding, then the Award and Agree	ment will be terminated.
William Fernan	Digitally signed by: William Fernandez  Digitally signed by: William Fernandez email =
william cirial	pfernandez@aetco.us C = US O = American
Accepted by:	Electrical Testing Co., LLC OU = NY Area Manager Date: 2021.09.10 16:28:55 -04'00'
	ized Signature)
Date: 9/10/2021	

Please return this form to the Procurement Office <u>no later than</u>

<u>September 10, 2021 at 2:00 pm</u>. The form can be emailed to:

<u>procurement@torcnm.org</u> or hand deliver to City of Truth or

Consequences, Procurement Office, 505 Sims Street, Truth of

Consequences, NM 87901.

# **CITY OF TRUTH OR CONSEQUENCES**

### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: G.2

SUBJECT:	Approval of Contract with American Electrical Testing Co., LLC
DEPARTMENT:	Finance Department
DATE SUBMITTED:	September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
WHO WILL PRESEN	IT THE ITEM: Carol Kirkpatrick, Finance Director
	ound: RFP #20-21-012 North Transformer Replacement was advertised on July 2, 2021.
	e on August 20, 2021. Evaluations were performed on August 23, 2021. Oral presentations
	aluation Committee recommended American Electrical Testing Co., LLC
Recommendation:	
Approval of Contra	act with American Electrical Testing Co., LLC for the North Transformer Replacement
Attachments:	
Click here to	enter text.
Contract with	th American Electrical Testing Co., LLC
•	
Fiscal Impact (Fina	nce): Yes
Total cost of the co	ontract is \$1,095,682.52 plus Gross Receipts tax \$93,133.01 for a total of \$1,188,815.53.
Project is pending	
r vojece is periamig	ouri approvai.
Legal Review (City	Attorney): Ves
Legal Neview (City	Attorney). Tes
•	
Approved For Subi	nittal By: 🗵 Department Director
Paviawad by:	City Clerk ☑ Finance ☑ Legal ☐ Other: Click here to enter text.
neviewed by:	City Clerk
Final Approval: 🛛	City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. C	lick here to enter text. Ordinance No
Continued To: .	Referred To: .
☐ Approved	☐ Denied ☐ Other: .
File Name: CC Ag	enda 9-22-2021
	The second secon

# **CITY OF TRUTH OR CONSEQUENCES**

# AGREEMENT FOR NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY

THIS AGREEMENT entered into the	day of	, 2021 by
and between American Electrical Testing	Co, LLC herein call	ed Contractor and the City of
Truth or Consequences herein called City	of Truth or Consequ	ences ("City").

#### 1. **SCOPE OF WORK**:

The Contractor shall provide labor, materials, and necessary equipment to fulfill the project requirements and scope of work described in the City of Truth or Consequences' Final RFP #20-21-012 North Transformer Replacement, which incorporates addendums #1, #2, #3, #4, and #5. (Attachment A)

Per Section IV. SPECIFICATIONS A. DETAILED SCOPE OF WORK: Contractor shall also supply, install, erect, test, and commission a new power transformer ready for energization. The new transformer must have a UZD Load Tap Changer good for 500,000 operations and be installed per delivery date of <u>34 weeks</u> as included in the offerors proposal in Section IV. SPECIFICATIONS C. 8 BUSINESS SPECIFICATIONS Delivery Time Preference <u>after receipt of a purchase order and "Notice to Proceed"</u> from the City of T or C. Contractor will also completely remove the existing transformer, all unnecessary appurtenances and dispose of properly. (Attachment B)

The City of Truth or Consequences accepts the technical proposal submitted by Contractor. (Attachment C)

#### 2. **COMPENSATION**:

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City of Truth or Consequences One Million, Ninety-Five Thousand, Six Hundred and Eighty-Two Dollars and Fifty-Two Cents (\$1,095,682.52) plus gross receipts tax payable in one lump sum upon satisfactory completion of the project. The City of Truth or Consequences shall pay only the following charges for services performed: All labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A Detailed Scope of Work in RFP #20-21-012 North Transformer Replacement. (Attachment A)

#### 3. **TERM**:

Subject to the parties executing this contract, the City's ability to obtain funding, and final approval of the award and contract by the City Commission, the term of this

Agreement shall be effective from the date the City issues a "Notice to Proceed" to the Contractor until the final completion of the work and delivery has been performed unless sooner terminated.

#### 4. **TERMINATION**:

Termination for Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY OF TRUTH OR CONSEQUENCES may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY OF TRUTH OR CONSEQUENCES shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City of Truth or Consequences upon written notice delivered to the CONTRACTOR at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

#### 5. **STATUS OF CONTRACTOR**:

The Contractor and his agents and employees are independent contractors performing professional services for the City of Truth or Consequences and are not employees of the City of Truth or Consequences. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City of Truth or Consequences vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. Neither shall the City of Truth or Consequences be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City of Truth or Consequences or its Agents acting within the scope of their employment and official duties.

#### 6. **INDEMNITY**:

The contractor shall indemnify and hold harmless the City of Truth or Consequences, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

#### 7. **ASSIGNMENT**:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City of Truth or Consequences.

#### 8. **SUBCONTRACTING**:

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of Truth or Consequences.

#### 9. **RECORDS AND AUDIT**:

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Truth or Consequences and the New Mexico Auditor. The City of Truth or Consequences shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City of Truth or Consequences to recover excessive or illegal payments.

#### 10. **APPROPRIATIONS**:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Truth or Consequences for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Truth or Consequences, this Agreement shall terminate upon written notice being given by the City of Truth or Consequences to the Contractor. The City of Truth or Consequences decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 11. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement, releases the City of Truth or Consequences, its officers and employees, and the City of Truth or Consequences from all payment liabilities, claims and obligations arising from Contractor's performance under this Agreement. The Contractor agrees not to purport to bind the City of Truth or Consequences to any obligations not assumed herein by the City of Truth or Consequences, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 12. **CONFIDENTIALITY**:

Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City of Truth or Consequences.

#### 13. **CONFLICT OF INTEREST**:

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City of Truth or Consequences employee while such employee was or is employed by

the City of Truth or Consequences and participating directly or indirectly in the City of Truth or Consequences contracting process.

#### 14. **AMENDMENT**:

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

#### 15. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 13.

#### 16. **NOTICE OF PROCUREMENT CODE**:

The Procurement Code of the City imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

#### 17. EOUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

#### 18. **INSURANCE**:

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability, if applicable. Certificate evidencing the above shall be furnished to the City of Truth or Consequences with the City of Truth or Consequences named as additional insured on the commercial liability policy.

#### 19. APPLICABLE LAW:

This Agreement shall be governed by the ordinances of the City of Truth or Consequences and the laws of the State of New Mexico.

#### 20. ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

#### 21. WAIVER OF CONTRACTURAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### 22. SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **23. NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Truth or Consequences

Procurement Office 505 Sims Street Truth or Consequences, NM 87901 575-952-0490

#### Contractor:

American Electrical Testing Co, LLC 25 Forbes Blvd, Suite 1 Foxboro, MA 02035 781-821-0121

IN	WITNESS	WHEREOF, , 2021.	the	parties	have	executed	this	Agreement	as
CI	TY OF TRUT	H OR CONSE	QUEN	CES					
SIC	NED BY:						DATE:		
		LE:							
SIG	NED BY:	*					DATE:		
CITY	?'S LEGAL C	OUNSEL-CERT	TFYIN	NG LEGA	L SUFF	CIENCY			
CO	NTRACTOR	:							
COI	MPANY NAM	E: AMERICA	N ELI	ECTRICA	L TEST	ring, co.	LLC	-	
SIG	NED BY:	m/ Bn					DATE: _	9/13/20	,2/
NAI	ME AND TITI	E: Howa	il 1	Slan-	Son	Vice	· bre	sider	
						** 3			
Atte	st.	1			Attest	: City Cler			_
Date	: - G//	3/2021	<u> </u>		Date:				

#### ATTACHMENT A

## City of Truth or Consequences

# REQUEST FOR PROPOSALS (RFP) FINAL

# NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY

RFP# 20-21-12
Revised Revision #1 7-7-21 Addendum #1
Revised Revision #2 7-12-21 Addendum #2
Revision #3 8-13-21 Addendum #5

RFP Release Date: Friday, July 2<sup>nd</sup>, 2021

Mandatory Pre-Proposal Conference: Thursday, July 15, 2021, 2:00 PM MST

Proposal Due Date: Friday, August 20, 2021, 2:00 PM MST

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	21-3	12 Replacement of North Transformer for the Technical Proposal and a separate attachment for the Co	ost
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#### I. INTRODUCTION

#### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of:

10/12.5/15/16.8 MVA Power Transformer Supply, Installation, Erection, Testing, Commissioning and Existing Transformer Removal and Disposal

#### **B. BACKGROUND INFORMATION**

The City of T or C New Mexico owns and operates its own electrical infrastructure that supplies residents of the City of T or C and Williamsburg NM with electricity. Within that infrastructure are two transformers, one the Electrical Department calls the "north" transformer and one they call the "south" transformer, both were purchased used over 20 years ago. The City has been experiencing trouble with the north transformer for several years and would like to replace it with a new, dependable, high quality unit.

#### C. SCOPE OF PROCUREMENT

- Successful proposer shall supply, install, erect, test, commission a new power transformer ready for energization. The new transformer must have a UZD Load Tap Changer good for 500,000 operations and be installed per delivery date included in the offerors proposal in Section IV. SPECIFICATIONS C. 8 BUSINESS SPECIFICATIONS Delivery Time Preference after receipt of a purchase order from the City of T or C. Successful proposer will also completely remove the existing transformer, all unnecessary appurtenances and dispose of properly.
- 2. The specification covers supply, installation, testing & commissioning for a 3-phase 115/12.470 MVA power transformer, double copper wound outdoor type, ONAN, energy efficient transformer. The equipment offered shall be complete with all parts necessary for their effective and trouble-free operation and transformer shall be supplied complete with all accessories.
- 3. It is not the intent to specify herein complete details of design and construction. The Equipment offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The design and constructional aspects, including materials and dimensions, will be subject to good engineering practice in conformity with the required quality of the product, and to such tolerances, allowances and requirements for clearances etc. as are necessary by virtue of the project specifications for this procurement (CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SPECIFICATIONS FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER).

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

#### D. CHIEF PROCUREMENT OFFICER/PROCUREMENT MANAGER

City of Truth or Consequences has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name:

Chief Procurement Officer/Procurement Manager

Address:

505 Sims St, Truth or Consequences, NM 87901

Telephone:

(575) 740-7323

Fax:

(575) 894-0363

Email:

procurement@torcnm.org

- 1. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the City of T or C.
- 2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing via email or hand delivery and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered past the deadline or in any other form to the Procurement Manager will NOT be considered properly submitted.

#### E. PROPOSAL DELIVERY

Via email as follows:

Name:

Chief Procurement Officer/Procurement Manager

Reference RFP Name:

Title and number of RFP

**Email Address:** 

procurement@torcnm.org

#### F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "Agency" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

- 2. "Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.
- 3. "Award" means the final execution of the contract document.
- 4. "Business Hours" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
- 5. "Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
- 6. "Confidential" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may <u>not</u> be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is <u>not</u> confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- 7. "Contract" means any agreement for the procurement of items of tangible personal property, services or construction.
- 8. "Contractor" means any business having a contract with a state agency or local public body.
- 9. "Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- 10. "**Desirable**" the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.
- 11. "Electronic Submission" means a successful submittal of Offeror's proposal via direct email submission to the City of T or C NM.
- 12. "Electronic Version/Copy" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can also be emailed.
- 13. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
- 14. "Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

- 15. "Final Award" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
- 16. "Finalist" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
- 17. "Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
- 18. "IT" means Information Technology.
- 19. "Mandatory" the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.
- 20. "Minor Irregularities" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- 21. "Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
- 22. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- 23. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- 24. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
- 25. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
- 26. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

- 27. "Redacted" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
- 28. "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 29. "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
- 30. "Responsive Offer" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
- 31. "Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
- 32. "SPD" means State Purchasing Division of the New Mexico State General Services Department.
- 33. "Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
- 34. "State (the State)" means the State of New Mexico.
- 35. "State Agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
- 36. "State Purchasing Agent" means the Director of the Purchasing Division of the General Services Department.

- 37. "Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror's proposal. (E.g., "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)
- 38. "Unredacted" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
- 39. "Written" means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, http://www.torcnm.org/departments/finance/public invitation for bidders.php

## II. CONDITIONS GOVERNING THE PROCUREMENT

# A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	Friday, July 2, 2021
2. Acknowledgement Receipt Form	Potential Offerors	Wednesday, July 14, 2021
3. Mandatory Pre-Proposal Conference	City of T or C	Thursday, July 15, 2021
4. Deadline Questions	Potential Offerors	Thursday, July 22, 2021
5. Response Questions	City of T or C	Thursday, July 29, 2021
6. Submission of Proposal	Potential Offerors	Friday, August 20, 2021
7. *Proposal Evaluation	City of T or C	Monday, August 23, 2021
8. *Selection of Finalists	Evaluation Committee	Monday, August 30, 2021
9. *Best and Final Offers Due	Finalist Offerors	Monday, September 6, 2021
10. *Oral Presentation(s)	Finalist Offerors	Monday, September 13, 2021
11. *Finalize Agreements	City of T or C/Finalist Offerors	Monday, September 13, 2021
12. *Commission Approval/Contract Awards	City of T or C/Finalist Offerors	Wednesday, September 22, 2021
13. *Protest Deadline	Chief Officer/Offerors	Thursday, October 7, 2021

Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of the City of Truth of Consequences as indicated in Section II.A, Sequence of Events

## 2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the City of Truth or Consequences Procurement Manager to have their organization placed on the procurement Distribution List. The form must be returned to the City of Truth or Consequences, Finance Office c/o Chief Procurement Officer (procurement@torcnm.org) by 2:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of

Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 pm MST/MDT in the in the City of Truth or Consequences Chambers Meeting Room at 405 W 3<sup>rd</sup> St, Truth or Consequences, NM 87901.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered <u>unofficial</u> until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory and will be a prerequisite for submission of a proposal.

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 2:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: <a href="http://www.torcnm.org/departments/finance/public invitation for bidders.php">http://www.torcnm.org/departments/finance/public invitation for bidders.php</a>

## 6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MST/MDT ON THE DATE INDICATED IN

# SECTION II.A, SEQUENCE OF EVENTS. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.

For electronic proposals, the date and time of receipt will be recorded on each proposal. Proposals will be time-stamped when received via email by the Chief Procurement Officer. Such electronic submissions will be considered sealed in accordance with statute. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address, or internet failure nor any other reason for a delay will be accepted for failure to make the stated deadline.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### 8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalist(s) will be selected on a best value basis per section V. EVALUATION, A. EVALUATION POINT SUMMARY of this RFP.

## 9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

#### 10. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of

Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and.

## 11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

#### 12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

#### 13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager: Chief Procurement Officer, 505 Sims St., Truth or Consequences, NM, 87901, email: procurement@torcnm.org

#### PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

# C. GENERAL REQUIREMENTS

## 1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

## 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

## 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

## 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

## 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Agency personnel will not merge, collate, or assemble proposal materials.

# 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time <u>prior to</u> the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

## a. Proprietary and Confidential information is restricted to:

- 1. confidential financial information concerning the Offeror's organization; and
- 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

<u>IMPORTANT</u>: The price of products offered or the cost of services proposed <u>SHALL</u> <u>NOT</u> be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

#### 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

## 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by

sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## 13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## 14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

#### 15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

### 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that <u>all</u> of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

# 20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

#### 21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## 22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## 23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## 24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## 25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## 26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: http://www.torcnm.org/departments/finance/public invitation for bidders.php

## 28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <a href="https://bewellnm.com">https://bewellnm.com</a>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. <u>Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.</u>

#### 30. Letter of Transmittal

Offeror's proposal must be accompanied by an <u>unaltered</u> Letter of Transmittal Form (APPENDIX E), which must be <u>completed</u> and <u>signed</u> by the individual authorized to contractually obligate the company, identified in #2 below. <u>DO NOT LEAVE ANY OF</u>

THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

## The Letter of Transmittal MUST:

- 1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
- 2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only required if the responses differs from the individual identified in A);
- 3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
- 4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
- 5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

# Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

# 31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

- 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State

Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

## 32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors <u>must</u> include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <a href="http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx">http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx</a>.

#### A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

## B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

# III. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offerors shall submit only one electronic proposal in response to this RFP.

#### B. NUMBER OF COPIES

## 1. Electronic Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below.

## Offerors must deliver:

- a) **Technical Proposals** -The Technical Proposals **SHALL NOT** contain any cost information.
  - i. <u>Confidential Information</u>: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror <u>must</u> submit:
    - all of the requisite proposals identified in Section III.B.1.a above as <u>unredacted</u> (def. Section 1.F.38) versions for evaluation purposes; <u>AND</u>
    - ONE (1) additional <u>redacted</u> (def. Section 1.F.27) electronic version for the public file, in order to facilitate eventual public inspection of the nonconfidential version of Offeror's proposal. Redacted versions <u>must</u> be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the electronic binder and on the first page of the electronic file.;
- b) Cost Proposals one (1) ELECTRONIC copy of the proposal containing ONLY the Cost Proposal; ORIGINAL of the Cost Proposal shall be in separate labeled binders or attachment from the Technical Proposals.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Proposal Content and Organization, may be deemed non-responsive and rejected on that basis.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT - ELECTRONIC ONLY

1. All proposals must be submitted electronically with one attachment labeled Technical Proposal RFP #20-21-12 Replacement of North Transformer for the Technical Proposal and a separate attachment for the Cost Proposal labeled Cost Proposal RFP 20-21-12 Replacement of North Transformer:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

# Technical Proposal (Binder/Attachment 1) – <u>DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.</u>

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal/Binder 2/Attachment 2)
  - 1. Organizational Experience
  - 2. Organizational References
  - 3. Oral Presentation (if applicable)
  - 4. Mandatory Specification
  - 5. Desirable Specification
  - 6. Financial Stability (Financial information considered confidential, as defined in Section I.E., and detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
  - 7. Performance Surety Bond (if applicable)
  - 8. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

## Cost Proposal (Binder/Attachment 2):

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder/Attachment 2.

A Proposal Summary may be included in Offeror's Technical Proposal (Binder/Attachment 1), to provide the Evaluation Committee with an overview of the

proposal; however, this material <u>will not</u> be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. <u>DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.</u>

## IV. SPECIFICATIONS

# A. DETAILED SCOPE OF WORK

CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SCOPE OF WORK FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, INSTALLATION, ERECTION, TESTING, COMMISSIONING AND EXISTING TRANSFORMER REMOVAL AND DISPOSAL

- 1. Successful proposer shall supply, install, erect, test, commission a new power transformer ready for energization. The new transformer must have a UZD Load Tap Changer good for 500,000 operations and be installed per delivery date included in the offerors proposal in Section IV. SPECIFICATIONS C. 8 BUSINESS SPECIFICATIONS Delivery Time Preference after receipt of a purchase order from the City of T or C. Successful proposer will also completely remove the existing transformer, all unnecessary appurtenances and dispose of properly.
- 2. The specification covers supply, installation, testing & commissioning for a 3-phase 115/12.470 MVA power transformer, double copper wound outdoor type, ONAN, energy efficient transformer. The equipment offered shall be complete with all parts necessary for their effective and trouble-free operation and transformer shall be supplied complete with all accessories.
- 3. It is not the intent to specify herein complete details of design and construction. The Equipment offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The design and constructional aspects, including materials and dimensions, will be subject to good engineering practice in conformity with the required quality of the product, and to such tolerances, allowances and requirements for clearances etc. as are necessary by virtue of the project specifications for this procurement (CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SPECIFICATIONS FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER).

4. Location: The transformer is required to be supplied & erected at 33/11kV the City of T or C's substation yard (see Figure 1, location site map below).



Figure 1 City of T or C Substation Yard

- 5. The successful proposer shall bind himself to abide by these considerations to the entire satisfaction of the City of T or C and will be required to adjust such details at no extra cost to the City over and above the tendered rates and prices.
- 6. Inspection of site before proposing: Before submitting a proposal, the proposer is required to physically inspect the transformer installation site and meet with the City of T or C Electrical Department Director. Inspection of the site will be deemed to have satisfied proposers understanding of the site conditions and locality of the works, that to ascertain scope of work involved and all circumstantial liabilities if any to be encountered during the execution of the works.

## **B. TECHNICAL SPECIFICATIONS**

## CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SPECIFICATIONS FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER

- **1. GENERAL:** This specification outlines requirements for a 3-phase 115/12.470 MVA power transformer.
  - a. Approved Transformer Manufacturers:
    - i. ABB Power T&D.
    - ii. SPX Transformer Solutions, Inc.
    - iii. Delta Star Inc.
  - b. Definitions:
    - i. Manufacturer: A single entity responsible for meeting this specification as outlined and servicing all warranty claims.
      - 1) The Manufacturer shall design, manufacture, and test the oil filled transformer in accordance with this specification and applicable sections of the latest revisions of the following, unless otherwise specified:
        - a) Institute of Electrical and Electronics Engineers (IEEE) Standards
          - i) C57.12.00
          - ii) C57.12.10
          - iii) C57.12.70
          - iv) C57.12.80
          - v) C57.12.90
          - vi) C57.13
          - vii) C57.19.00
          - viii) C57.19.01
          - ix) C57.19.101
          - x) C57.91
          - xi) C57.98
          - xii) C57.104
          - xiii) C57.106
          - xiv) C57.109
          - xv) C57.131
          - xvi) C57.143
          - xvii) 693
        - b) National Electrical Manufacturers Association (NEMA), TR Series
        - c) International Building Code (IBC) 2015.
        - d) International Electrical Testing Association (NETA).
  - c. Manufacturers shall have staffed service facilities located within the continental United States that have been established for five (5) years or more, which will be available for and capable of servicing the equipment when requested by Owner.

- d. Approved manufacturer's representative must demonstrate, by providing as part of their response to the proposal, proof in the form of a letter, on the manufacturer's letterhead, which includes a contact name, email or phone number that the proposer has at least five (5) years of experience working with the manufacturer. (Not applicable to proposals received directly from a manufacturer).
- e. If there are conflicts between any of the above standards, the Engineer/Owner will determine which is applicable.
- f. Size all auxiliary components and other construction features so they will not limit the loading to less than the capability of the windings.
- g. Transformers shall be manufactured in a United States.

#### 2. APPLICATION:

- a. This transformer shall be used as a substation step-down transformer for a distribution substation for the City of Truth or Consequences Electric Utility System.
- b. Per IEEE Std C57.12.10, auxiliary equipment shall be located at the following:
  - i. Radiators shall be limited to segment 3 & 4.
  - ii. Control cabinet shall be located on segment 1 or 2.
  - iii. Nitrogen cabinet shall be located on segment 1 or 2.

#### 3. PHYSICAL CONDITIONS

- a. Maximum Ambient Temperature: plus 109 °F (43 °C)
- b. Minimum Ambient Temperature: minus 30 °F (-34 °C)
- c. Seismic Design Requirements: Low qualification level per IEEE std. 693
- d. Wind Design Requirements: 90 mph maximum; windblown dust
- e. Snow Design Requirements: 10 psf maximum ground snow load defined by the IBC
- f. Altitude: Design for 4000 feet above sea level

#### 4. RATINGS

- a. Capacity of Windings:
  - i. At 55 °C temperature rise: 10/12.5/15 MVA
  - ii. At 65 °C temperature rise rating: 10/12.5/15/16.8 MVA
- b. Number of Windings: 2
- c. Number of Phases: 3
- d. Frequency: 60 Hz
- e. Cooling Class: ONAN/ONAF/ONAF
- f. Impedance at 15 MVA: 9.5%, approximately
- g. High Voltage Winding:
  - i. Rated Volts: 117.8 kV
  - ii. Connection: Delta
  - iii. De-Energized Tap Changer shall have  $\pm$  2 steps with 2.5% primary voltage per step ( $\pm$  5% total)
- h. Low Voltage Winding:

- i. Rated Volts: 12.4 kV
- ii. Connection: Grounded Wye (with neutral brought out)
- iii. On-Load Tap Changer SPX Waukesha UZD or ABB UZE
- i. Insulation Levels:
  - i. High Voltage BIL (winding & bushings): 550 kV
  - ii. Low Voltage BIL (winding & bushings): 110 kV
  - iii. Low-Voltage neutral BIL (bushing): 110 kV
  - iv. Temperature Rise/Maximum:
    - 1) By resistance: 55/65°C
    - 2) By hot-spot: 65/80°C
  - v. Duty: Follows fluctuating daily demand.
  - vi. Angular Phase Displacement: ANSI standard
  - vii. Sound Level: NEMA standard.
  - viii. The Transformer shall withstand lateral seismic forces generated by a ground acceleration up to 0.1 g.
- j. Power supply voltages provided by C ii t y of T or C
  - i. Motor: 120 or 240 VAC, 1-phase, 60 Hz
  - ii. Control: 120 VAC, 1-phase, 60 Hz
  - iii. Controller: 125 VDC

#### 5. MECHANICAL FEATURES:

- a. Oil Preservation:
  - i. Positive pressure inert gas (nitrogen).
  - ii. One, filled nitrogen cylinder, 150 250 cubic feet capacity.
  - iii. High pressure valve and gauge to indicate cylinder pressure.
  - iv. A compound pressure gauge to indicate internal tank pressure or vacuum.
  - v. Pressure reducing valve and regulator that will maintain pressure throughout the operating temperature range.
  - vi. Pressure/vacuum pressure relief device.
  - vii. High, Low, and Zero pressure type C alarm contacts. Wire to the transformer monitoring system. Analog pressure measurement to transformer monitoring system may be substituted for discrete contacts.
  - viii. Separate enclosure for the nitrogen system including the gas cylinder. Enclosure latch shall be pad lockable. Provide cabinet heater with adjustable thermostat.
  - ix. Tubing shall be braided stainless steel.

#### b. Cooling:

- i. Radiator Banks: Four (4) fans located in Segment 3 and/or 4. Fittings for a spare radiator can be located in segment 2 or 4. Bolt to tank top and bottom wall flanges, each flange must be equipped with valves. Finish shall be galvanized.
- ii. Fans:
  - 1) Controlled automatically by transformer monitoring system using winding temperature.
  - 2) Power supply: 120 or 240 Vac. 1-phase, 60 Hz
  - 3) Provide magnetic motor starter with one 'a' contact for alarm
  - 4) ON-OFF-AUTOMATIC selector switch per fan bank.

#### c. Tank Base:

i. The transformer base shall be constructed of structural steel suitable for installation on a flat concrete pad.

## d. Transformer Tank:

- i. Tank shall conform to IEEE C57.12.10 Section 5.8.
- ii. Tank shall be welded steel plate construction suitable for full vacuum filling and vacuum drying in the field.
- iii. Tank shall be provided with jacking pads, accessible for insertion of jacks when transformer is fully assembled, including oil.
- iv. Tank top shall have manholes with bolted covers to afford easy access to:
  - 1) The lower ends of the bushings.
  - 2) The terminals.
  - 3) The upper portions of the coils.
  - 4) Permit replacement of current transformers and other auxiliaries without removing the tank cover.
- v. Manhole shall be provided on the tank.
- vi. Manholes shall be located so as to permit access without the removal of coolers or other parts or accessories.
- vii. Lifting eyes or lugs shall be furnished for the cover, core and tank and shall be free from sharp edges on the load bearing surfaces.
- viii. Corners shall be bent shaped steel; panel section welds shall not be within 6 inches of corners.
- ix. Provide for routing of ground conductor using welded tabs or threaded holes. Spacing to be a maximum of 36 inches between supports and shall be laid out such that a continuous loop from one corner up through the arresters to the opposite corner. Provide ground lugs suitable for up to 250 MCM copper cables. Provide "U" channel steel or similar to hide the grounding cable from observation and wind induced motion. The "U" channel shall have a minimum diameter of not less than 2 inches.
- x. Provide drain and sampling valves on main tank compartment.
- xi. Filter press connections: 2 inches inlet, 2 inches outlet.
- xii. Tank cover shall be domed or sloped to shed water.
- xiii. Fall Protection Install DBI-SALA model 8517412 fall arrest post anchors on the transformer cover in sufficient number and configuration so that no point on the tank cover is more than 6 feet from an anchor.

#### 6. WINDINGS

- a. The windings shall be made of copper.
- b. Thermally upgraded paper shall be used on both high and low voltage windings.
- c. The insulation BIL levels shall be as stipulated in the RATINGS section of this document.

- d. The transformer, in general, shall be designed and constructed to be completely self-protected by its ability to withstand external faults as defined by IEEE C57.12.00, and tested in accordance with C57.12.90.
- e. Winding design shall be circular disc or helical winding construction. Sheet and layer wound are not acceptable.

#### 7. INSULATING FLUID

- a. Mineral Oil in accordance with ASTM D3487-79, Mineral Oil used in Electrical Apparatus. Oil shall be free from corrosive ingredients, acids, and polychlorinated biphenyl (PCB). It shall be chemically stable and shall possess a dielectric strength suitable for the transformer design.
- b. The transformer tanks and radiators shall contain sufficient oil for operation with excess for annual oil sampling throughout the lifetime of the transformer.

#### 8. PAINT

- a. After all welding is complete on the main tank, it shall be shot grit blasted for removal of dirt, oils, weld splatters, and oxidation to an SSPC-SP-10, Near White Blast Cleaning or better.
- b. Apply two-part epoxy primer for a finished thickness of 3 mils minimum. Top with a minimum of two coats of two-part urethane with a high-gloss finish. Overall dry paint/primer thickness shall not be less than 5 mils. Color of all porcelain and painted surfaces shall be sky gray, ANSI No. 70.
- c. The tank cover and other walkable surfaces, if any, shall be painted with a non-skid medium grit or Safety Walk® material.
- d. Furnish three (3) quarts of touch-up paint identical to final finish coat.
- e. Interior of tank and control cabinet shall be painted white. Paint used in the tank interior shall be suitable for and compatible with the insulating oil.
- f. Radiators shall be hot dipped galvanized in accordance with ASTM A123 or better.

## 9. BUSHINGS

- a. Mount three (3) high voltage bushings on the top cover with a spacing in accordance with the elevation and voltage class specified. Mount three (3) low voltage bushings on the wall of Segment 1 and provide for a transition compartment as stipulated. Transformer X0 bushing shall be cover mounted.
- b. All phase bushings shall have C1 test tap points for connection to the bushing monitoring system.
- c. Altitude: 4000 feet above sea level
- d. HV bushing creepage: 79 inches minimum.
- e. BIL ratings: See RATINGS section of this document.
- f. Interchangeable Type Transformer-Breaker Interchangeable (TBI), high-voltage only
- g. Bushing tank openings shall suitable for C57.19.01 bushing dimensions.

## 10. BUSHING CURRENT TRANSFORMERS

- a. Type: 5-lead, multi-ratio. (Except for BCTs supplied for LTC control or winding temperature equipment which shall be single ratio and sized by the transformer manufacturer to meet the application).
- b. Rating and Location:
  - i. Two (2) 600 to 5 ampere, C800 accuracy class, on each high-voltage bushing.
  - ii. Two (2) 1200 to 5 ampere, C800 accuracy class, on each low-voltage bushing.
  - iii. One (1) 600 to 5 ampere, C800 accuracy class, on the low-voltage neutral bushing.

#### 11. SURGE ARRESTERS

- a. Station class, metal oxide, and polymer.
- b. Suitable for application at 4000 feet above sea level on a 115 kV effectively grounded system.
- c. The mounting for arresters shall have six (6) bolt holes on a 10 inches bolt circle to allow the arrester to be mounted at 60-degree intervals.
- d. Mount three (3) arresters on the high-voltage side of the tank. Operating voltage shall be 74 kV, MCOV. Provide suitable mounting arrangements for the arresters such that the top of the arrester connector is approximately at the same height as the top of the bushing connectors.
- e. Low side arresters will be located on the tank cover.

## 12. DE-ENERGIZED TAP CHANGER (DETC)

- a. De-Energized Tap Changer shall be provided. ABB DTU is acceptable.
- b. De-Energized tap changer operating handle located no higher than five (5) feet above the transformer base. The operating handle shall have padlocking provisions.

#### 13. ON-LOAD TAP CHANGER (OLTC)

- a. Provide the OLTC on the secondary side of the transformer, neutral side of the windings.
  - i. Design of tap winding: with reversing switch, changeover contact
  - ii. Design of positions: Standard dial indication, 16L...N...16R
  - iii. TANK
    - 1) Exterior paint: ANSI 70
    - 2) Interior paint: primer, gray, catalyzed epoxy
    - 3) Back plate: welded
    - 4) Door: single, front door design
    - 5) External gasket stops: Yes
    - 6) Drain valve: 2 inches globe
      - a) OLTC connection: Flange

- b) Exterior connection: Threaded with cap
- 7) Upper filter pressure valve: 2 inches globe
  - a) OLTC connection: flange
  - b) Exterior connection: Threaded with cap.
- 8) Vacuum connection: 2 inches nipple
- 9) Liquid fill connection: 1 inch nipple
- 10) Tie-in resistors: No
- 11) Barriers between phases: No
- 12) Provide a Level Gauge
- 13) Provide pressure relief device
- 14) Sudden pressure relay
- 15) Provide Dual Column Dehydrating breather
- 16) Provide Oil Temperature Gauge
- 17) Low Temperature Lockout: Yes
- 18) Oil Heater: No
- 19) Selector board terminals: ½ inch tapped holes on selector board

## iv. Control & Heater Circuits

- 1) Wire all indicator switches to transformer monitoring system
- 2) Step down transformer: Yes
- 3) Circuit protection: Automatic 2 pole cutout with signal
- 4) Circuit monitoring: Control monitoring relay, 1 c/o & control circuit disconnect (27-1)
- 5) Coupling relay for control: No
- 6) Local/Remote switch
- 7) Heater circuit protection: Automatic 2 pole cut-out with signal and breaker
- 8) Additional heater: Yes (< 25 °C)

## v. Auxiliary Signals

- 1) Wire all indicator switches to transformer monitoring system.
- 2) Incomplete Tap (OPA): Yes
- 3) Hand crank (84H-2/84H-4): Yes
- 4) Motor protection (8-2): Yes, additional motor protective switch contact
- 5) End position cam switch (171-172): Yes
- 6) Directional cam switch (122, 123): Yes
- 7) Non-directional cam switch (115...120): 2 signals.
- 8) Neutral position: Yes
- 9) Electronic operation counter (OC-1): Yes
- 10) Out-of-step cam switch (155, 156): Yes
- 11) Door-contact (LTS): Yes
- 12) Receptacle: 120 VAC, 20 AMP, GFCI
- 13) Mechanical interlock: Option 2 (hand crank under load)
- vi. OLTC shall provide an automatic +/- 10 % voltage adjustment in +/- 16 steps for a total of 32 steps at approximately 5/8 % volts for each increment as per C57.12.10. The Tap Changer shall be an SPX Waukesha UZD or an ABB UZE (resistant bridging tap changer).
- vii. OLTC shall have motor drive mechanism, control devices, position indicator, and operation counter in accordance with IEEE C57.131, current edition.

viii. OLTC shall operate automatically with provisions for local and remote manual operation.

#### 14. INSTRUMENTATION AND CONTROL

## a. Wiring

- i. Control wire: #12 AWG, 41 strand, tinned copper, SIS switchboard wire, 600 Volt XLPE or EPR insulation, gray color.
- ii. Current and potential circuits: #10 AWG minimum, 65 strand minimum, tinned copper, SIS switchboard wire, 600 Volt XLPE or EPR insulation, color code as follows.
  - 1) Phases shall be a unique color other than gray or green or white.
  - 2) Neutral shall be green or white.
- iii. All control wiring shall be UL listed and have a VW-1 flame retardant rating.
- iv. Splicing of wire is not permitted. Wiring must be a continuous length from terminal to terminal.

#### b. Terminations

- i. Install only ring tongue terminals on control wiring.
- ii. Use of spade lugs, push-on terminals or any terminal with vinyl insulation is not allowed for any termination in the control cabinet.
- iii. No splices allowed in control cabinet wiring. No more than two lugs shall be installed under any one screw.
- iv. All wires entering control cabinet shall terminate on Phoenix Contact RT 5 terminal blocks or Phoenix Contact Fame 3 test blocks (see section 10.2). Where a panel mounted shorting block is required, utilize Concentric Devices 30CT shorting terminal blocks.
- v. Ratcheting type crimp tools shall be used to install terminals.
- vi. Bare wire shall be exposed between terminal barrel and wire insulation to insure full terminal/wire contact.
- vii. Every terminal with wire long enough to accommodate 2 wire sleeves shall have a wire sleeve installed on each end of the wire. Wire sleeves shall be printed, handwritten is not acceptable.

#### c. Weatherproof Control Cabinet

- i. Terminate accessories and bushing current transformer leads, manual controls. OLTC controller may be installed in OLTC motor drive enclosure or Control Cabinet as space permits.
- ii. Phoenix Contact Type RT terminal blocks (no substitution) with 10% spare terminals to accommodate minimum #10 AWG wire.
- iii. Provision for padlocking cabinet door.
- iv. Removable gasketed bottom plate for conduit connections.
- v. Identify terminals for connection to external leads.
- vi. Short-circuit type terminal blocks, Phoenix Contact FAME-3, for all bushing current transformer leads. See section 10.2
- vii. Thermostatically controlled heater or SPX-Waukesha Type PTC2

- viii. Two duplex convenience outlets, 120 VAC, 20 amp. One outlet shall have GFCI protection and one shall have no GFCI protection. The outlet without GFCI protection shall be labelled, "WARNING! WITHOUT GFCI"
  - ix. Interior (LED) light with door-operated switch.

## d. Sudden Pressure Relay

- i. Install on transformer tank and OLTC.
- ii. Part Number 930-008-01
- iii. Mount: Flange
- iv. Latching/momentary switches: Latching
- v. Preferred installation in the nitrogen/air space.
- vi. Mount Multi-Function Pressure Monitors in Control Cabinet.
- vii. Wire 4-20 mA output and power status contact to transformer monitoring system.
- viii. Wire fast and slow pressure switch contacts to terminal strip for future use.

#### e. Pressure Relieve Device

- i. Install on transformer tank and OLTC
- ii. Transformer manufacturer to determine the pressure at which the device is to open.
- iii. For transformer tank: select the most appropriate pressure as required.
- iv. Cover mounted. 3 inches diameter flange
- v. Oil directed cover.
- vi. Electrical Connection: terminal box 2 cable glands M25x1.5 with 2 micro switches. Wire one contact to transformer monitoring system. Wire remaining contact to terminal strip in control cabinet for future use.
- vii. Accessories: semaphore flag and bleed screw
- viii. Pipe exhaust to within 18 inches of transformer. Cover open pipe end with insect rejecting mesh.

#### f. Fan Monitoring CTs

i. CTs shall be capable of detecting a fan failure of one or more fans.

#### g. Dehydrating Breather

- i. Supply voltage: 120 VAC
- ii. Control: Alpha
- iii. Connection: RM flange
- iv. LED Indicators: red, green, yellow
- v. Accessories:
  - 1) Test button
  - 2) Filter heating
  - 3) Protection grid over glass cylinder
  - 4) Data Logger
    - a) Analog Output: 4-20 mA to transformer monitoring system

#### h. Automatic/Manual Switch

- i. Face Plate Markings: Automatic, Manual
- ii. LEDs: Blue = Automatic, Amber = Manual
- iii. Solenoid operation: Yes
- iv. Contact sets: 2 (does not include contacts for LEDs)
- v. Wire one contact set to OLTC controller for mode selection.
- vi. Wire one contact set to terminal strip for future use.

vii. Wire Solenoid controls to terminal strip for remote operation.

#### 15. FACTORY INSPECTION

a. The City reserves the option to have two representatives inspect the assemble transformer before it is placed in the tank. The manufacturer shall notify The City of the in-tanking schedule with sufficient notice to permit purchasing 14 days advance airline tickets.

#### 16. FACTORY TESTS

- a. The City reserves the option to have two representatives witness the transformer testing. The manufacturer shall notify The City of the test schedule with sufficient notice to permit purchasing 14 days advance airline tickets.
- b. The following is the minimum testing required. All measurements, computations and test shall be made in accordance with IEEE C57.12.90.
- c. Routine Factory Acceptance Tests per IEEE C57.12.90
- d. Resistance measurements of all windings at the rated voltage and at all tap extremes.
- e. Polarity and phase relation tests.
- f. Provide actual values for use in determination of winding ratios rather than fixed increments in order to facilitate field-testing of the unit by the Owner.
- g. No-load loss at rated and 110 % voltages.
- h. Exciting current at rated and 110 % voltages.
- i. Positive and zero sequence impedance at ONAN rating, rated voltage taps and at tap extremes. Include equivalent circuits in test report.
- j. Load losses and impedance voltage at rated taps and at tap extremes.
- k. Insulation resistance, each winding to ground and other windings and core-to-ground.
- 1. Insulation power factor using 10,000 Volts equipment.
- m. Dielectric Test sequence shall be: impulse tests, applied voltage tests, low-frequency induced tests, insulation resistance tests and insulation power factor tests
  - i. Impulse test consisting of one reduced full wave, one full wave, two chopped waves, and two full waves shall be conducted on all windings with current measurements. Impulse testing shall be according to IEEE C57.12.90 and IEEE C57.98.
  - ii. Perform on terminals of high voltage winding as specified in IEEE C57.12.90, Paragraph 10.3.1.4. Front of wave test is not required.
  - iii. Use voltage oscillograms and ground current oscillograms taken simultaneously as specified in IEEE C57.12.90, Items 10.3.1.6.
  - iv. After impulse tests are completed, use the average absolute voltage voltmeter method to measure excitation loss.
  - v. Do not perform additional impulse tests after the tests have been accepted.
- n. Short Circuit Performance Verification: The supplier shall provide verification that the transformer will withstand, without injury, the mechanical and thermal stresses

- resulting from short circuit currents as outlined in IEEE C57.12.90. This may be verified by full scale testing in accordance with the proposed IEEE Test Code or by certified test data on transformers of the same design.
- o. Polarity and ratio tests test of all CT's on all taps after final and complete factory wiring
- p. Total power requirement of all auxiliary equipment.
- q. Fan power requirement for each stage of cooling and audible sound level test at each stage.
- r. Transformer bushing dielectric tests for each bushing with results compared to bushing manufacturer data sheets or nameplate data
- s. Calibration of all gauges and check out of all controls and auxiliary equipment.
- t. Complete assembly, with radiators, shall be tested with hot oil at a pressure of not less than 10 psi for 24 hours. Any leak of oil or nitrogen shall be repaired and the test repeated until the test can be completed without loss of nitrogen or oil.
- u. Temperature rise tests as outlined in IEEE C57.12.90 should be performed at ONAN and ONAF2 ratings. The temperature rise tests shall be performed with the full power required for the maximum sum of the no-load losses and the load losses. Oil samples should be taken before and after the completion of the temperature rise tests and analyzed for dissolved combustible gases.
- v. During the induced voltage test, partial discharges (pico Coulombs) and RIV (micro Volts) shall be recorded.
- w. Sweep frequency response analysis using the Doble Sweep Frequency Response Analyzer shall be performed with the equipment in the final configuration mode and with the bushings that will ship with the transformer, in the shipping configuration mode. In both cases, the bushings shall be marked so that this configuration can be recreated in the field. SFRA testing shall be repeated after delivery, before is removed from the transportation device and after is moved to the pad and assembly is completed.

## x. Test Reports:

- i. The Manufacturer shall furnish two (2) printed and one (1) digital certified copies of the report of tests on the transformer, including.
  - 1) All test results including all raw data, calculations, and graphs/oscillography, including the comparison overlays for all terminals impulse tested.
  - 2) Where C57.12.90 permits more than one test method, the test report shall state the method used.
  - 3) Efficiencies at full, 3/4, 1/2, and 1/4 of full load
  - 4) All positive sequence impedances, zero sequence impedance test values, and the zero and positive sequence equivalent circuits shall be included with the transformer test report.
  - 5) Where possible, provide test results in native Doble equipment electronic files.

#### 17. SHIPPING

a. The Manufacturer shall be responsible for all shipping and off-loading details and will deliver the transformer to the transformer pad FOB, offload and set it as required by the Engineer, and provide it completely assembled, dressed, filled with oil and gas (nitrogen), and tested.

- b. The transformer may be shipped filled with dry air or oil filled and the bushings, oil, and/or radiators removed.
- c. Bushings for windings over 15 kV may be shipped separate from the transformer in suitable crating or installed in the transformer.
- d. Delivery notice of 48 hours in advance shall be given prior to shipment transformer shall be equipped with a GPS tracking impact recorder, with live position and 3 axis accelerometers feed. Notification of any shock or vibration sufficient to cause transformer damage or removal of impact sensors shall be immediately sent to manufacturer and The City.
- e. FEUS will perform baseline acceptance testing after delivery and setup. Monitoring of the testing by a manufacturer representative can be arranged, on request.

#### 18. DRAWINGS AND DOCUMENTATION

- a. Provide 1 (one) digital set of review drawings of the transformer and all of its components (bushings and others) for the Engineers. List any elements of the design that have been utilized in less than 10 previously constructed transformers.
  - i. Red line drawings will be to the Manufacturer.
  - ii. The red-lined drawings will be marked either "Reviewed", "Reviewed with changes" or "Revise and Resubmit" dated and signed by the Engineer.
  - iii. The Manufacturer shall incorporate the changes as requested in the final design and drawings of the transformer.
- b. Once drawings are finalized, Manufacturer shall provide 2 (two) printed sets of final drawings for The City and 2 (two) printed sets of instruction manuals. In addition to the hard copies, final drawings and instruction books shall be provided in a readable electronic format on CD-ROM or similar. jj)
- c. The final drawings shall include, among other data, the following information:
  - i. Percent impedance at base MVA rating.
  - ii. Maximum sound level at maximum kVA load, in db.
  - iii. Total weight with oil (operational weight).
  - iv. Weight of core and coils (shipping weights).
  - v. Total gallons of oil.
  - vi. Dimensions including:
    - 1) Overall height and weight of fully assembled unit.
    - 2) Height, width, depth of the tank only.
    - 3) Un-tanking height.
    - 4) Tank base length and width (footprint) including center to center dimensions of skids.
    - 5) Centerlines of removable bottom plate of the control cabinet for conduit connections relative to the centerlines of the transformer tank.
    - 6) Location of grounding blocks.
    - 7) Orientation of arresters noting direction and location of terminations.
    - 8) Center of gravity for the tank alone and fully assembled unit.
- d. Make, type, and outlines of arresters.
- e. Make, type, and outlines of connectors.
- f. Make, type and outlines of bushings.

- g. Excitation current and ratio correction factor curves for multi-ratio BCTs. Details of LV Bus Duct connections, flanges, etc.
- h. Alarm and Trip set points for all analog instruments.
- i. Maintenance and Operation manuals for the OLTC, OLTC motor drive, OLTC controller, fiber optic temperature probes, sudden pressure relays, pressure relief valves, oil level gauges, etc.

## 19. EVALUATION OF PROPOSALS – LOSS EVALUATION

In determining the apparent lowest qualified Proposers, guaranteed losses for the transformer will be evaluated at 10 MVA as follows:

- a. Cost of No-Load (Core) Losses = \$5,400 per kW
- b. Cost of Load (Copper) Losses = \$2,000 per kW
- c. The proposal award price will be calculated using \$5,400 per kW of no-load loss AND \$2,000 per kW of load loss for actual tested transformer losses which exceed the quoted guaranteed loss values. Auxiliary losses shall also be calculated using \$2,000 per kW.

#### 20. WARRANTY:

- a. The Manufacturer shall provide a minimum 5-year warranty on all parts except for those with limited life expectancy such as batteries, fuses, light bulbs, etc., and a minimum of 1-year warranty on labor.
- b. The warranty shall become effective from the date the transformer is received.
- c. The warranty shall include all removal and installation costs of the unit if that scope of work is required under the warranty.
- d. If third party testing is desired at delivery, the testing company must be preapproved by The City and the cost shall be included in the proposal price of the transformer.

#### **END OF SPECIFICATION**

## 1. ORGANIZATIONAL EXPERIENCE

#### Offeror must:

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of power transformer supply, installation, erection, testing, commissioning and existing transformer removal and disposal. All power transformer supply, installation, erection, testing, commissioning and existing transformer removal and disposal provided to private sector will also be considered;
- b) provide a detailed resume and bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as Project managers and key site personnel. Offeror must include key personnel education, work experience, relevant and applicable certifications/licenses
- c) indicate how many power transformer supplies have been installed in the last 5 years and what percentage of business revenue is derived from that scope of work
- d) describe at least two project successes and failures of power transformer supplies. Include how each experience improved the Offeror's services.

## 2. Organizational References

Offeror must provide a list of a minimum of five (5) references from similar projects/programs performed for private, state or large local government clients within the last three (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

## C. BUSINESS SPECIFICATIONS

## 1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

## 2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal.

#### 3. Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

## 4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). <u>Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.</u>

#### 5. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview the finalist and proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

#### 6. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by US Dollars

# 7. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors <u>MUST</u> include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

# 8. Shortest Delivery Timeline Preference

To ensure adequate and continuous electricity supply for the residents of T or C NM the City of T or C will be awarding 100 points to the Offeror that has the shortest delivery and installation timeline in their proposal. Points will be awarded as follows (see V. EVALUATION, A. EVALUATION POINT SUMMARY). Proposer must list a delivery time for completed project.

# V. EVALUATION

# A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

1	ation Factors	Points
	pond to section IV.B and IV C)	Available
В.	Technical Specifications	
B. 1.	Organizational Experience	400
B. 2.	Organizational (Verbal) References	100
	TD . ' CI '6" .	
C.	Business Specifications	
C.1.	Financial Stability	Pass/Fail
C.2.	Performance Surety Bond	Pass/Fail
C.3.	Letter of Transmittal	Pass/Fail
C.4.	Campaign Contribution Disclosure Form	Pass/Fail
C. 5.	Oral Presentations	300
C.6.		200*
TOTA	AL POINTS AVAILABLE	1,000
C.7.	New Mexico Preference - Resident Vendor	50
Points	per Section IV C. 7	
C.7.	New Mexico Preference - Resident Veterans	100
Points	per Section IV C.7	
	Shortest Delivery Timeline Preference –	100
Points	per Section IV C.8	

Table 1: Evaluation Point Summary

\*NOTE: C.6 will have section B. TECHNICAL SPECIFICATIONS, 19. EVALUATION OF PROPOSALS – LOSS EVALUATION criteria applied to the cost proposal submitted.

### **B. EVALUATION FACTORS**

# 1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

# 2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of verbal references. Offeror will be evaluated and points will be awarded based upon references obtained by the Evaluation Committee that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/5 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for as listed in the Offeror's proposal. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

# 3. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

# 4. C.2 Performance Bond (See Table 1)

Pass/Fail only. No points assigned.

# 5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

# 6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

# 7. C.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

# 8. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following: Section V. EVALUATION, A. EVALUATION POINT SUMMARY

# 9. C.7. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

#### A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

#### B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

# 10. C.8. Shortest Delivery Timeline Preference

- A. Proposer with the shortest delivery timeline will receive 100 additional points.
- B. Delivery time line shall specify delivery and installation of new transformer and removal and disposal of the existing transformer and all unnecessary appurtenance.

# C. EVALUATION PROCESS

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
- 3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# **APPENDIX A**

# ACKNOWLEDGEMENT OF RECEIPT FORM

# **REQUEST FOR PROPOSAL**

# NORTH TRANSFORMER: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY

RFP # 20-21-12

This Acknowledgement of Receipt Form should be signed and submitted no later than is stated in A. SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form will be eligible to receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX E.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION:			
CONTACT NAME:		<del></del>	
TITLE:	PHON	IE NO.:	
E-MAIL:			
ADDRESS:			
CITY:	STATE:	ZIP CODE:	

# Submit Acknowledgement of Receipt Form to:

To: Procurement Manager

E-mail: procurement@torcnm.org

Subject Line: RFP #20-21-12 Replacement of North Transformer Acknowledgement Form

#### APPENDIX B

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Mayor Sandra Whitehead, Mayor Pro-tem Amanda Forrister, Commissioner Paul Baca, Commissioner Randall Aragon, Commissioner Francis Luna,

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	
Relation to Prospective Contractor:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
	 <del></del>

Nature of Contribution(s)	
Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	
OR	
NO CONTRIBUTIONS IN THE DOLLARS (\$250) WERE MADI representative.	AGGREGATE TOTAL OVER TWO HUNDRED FIFTY E to an applicable public official by me, a family member or
Signature	Date
Title (Position)	_

# APPENDIX C

# DRAFT CONTRACT

I HIS	AGREEMENT entered into the	day of	, 2021 by and
betwee	en the corporation,		herein called Contractor
and the	e City of Truth or Consequences h	nerein called City of Tr	uth or Consequences.
1.	<b>SCOPE OF WORK:</b>		
	The Contractor shall provide labor, project requirements and scope of v	work described in the C	ent necessary to fulfill the City of T or C RFP d contractor's response to RFP #
2	COMPENSATION		
۷.	COMPENSATION: In consideration for the services procharge the City of Truth or Consequences and City of Truth or Consequences performed: <insert bid="" tab<="" td=""><td>uences on a LUMP SU shall pay only the follo</td><td>JM NOT TO EXCEED basis owing charges for services</td></insert>	uences on a LUMP SU shall pay only the follo	JM NOT TO EXCEED basis owing charges for services
3.	TERM: Subject to the parties executing this from	s contract, the term of the	his Agreement shall be effective
	to .20XX	unless sooner termina	ted

# 4. **TERMINATION**:

Termination for Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY OF TRUTH OR CONSEQUENCES may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY OF TRUTH OR CONSEQUENCES shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City of Truth or Consequences upon written notice delivered to the CONTRACTOR at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

#### 5. STATUS OF CONTRACTOR:

The Contractor and his agents and employees are independent contractors performing professional services for the City of Truth or Consequences and are not employees of the City of Truth or Consequences. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City of Truth or Consequences vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. Neither shall the City of Truth or Consequences be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City of Truth or Consequences or its Agents acting within the scope of their employment and official duties.

# 6. **INDEMNITY**:

The contractor shall indemnify and hold harmless the City of Truth or Consequences, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

#### 7. <u>ASSIGNMENT</u>:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City of Truth or Consequences.

#### 8. **SUBCONTRACTING**:

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of Truth or Consequences.

### 9. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Truth or Consequences and the New Mexico Auditor. The City of Truth or Consequences shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City of Truth or Consequences to recover excessive or illegal payments.

### **APPROPRIATIONS:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Truth or Consequences for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Truth or Consequences, this Agreement shall terminate upon written notice being given by the City of Truth or Consequences to the Contractor. The City of Truth or Consequences decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 10. **RELEASE**:

The Contractor, upon final payment of the amount due under this Agreement, releases the City of Truth or Consequences, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Truth or Consequences to any obligations not assumed herein by the City of Truth or Consequences, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### 11. **CONFIDENTIALITY**:

Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City of Truth or Consequences.

#### 12. **CONFLICT OF INTEREST**:

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City of Truth or Consequences employee while such employee was or is employed by the City of Truth or Consequences and participating directly or indirectly in the City of Truth or Consequences contracting process.

#### 13. **AMENDMENT**:

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

#### 14. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 13.

### 15. NOTICE OF PROCUREMENT CODE:

The Procurement Code of the City imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

#### 16. EOUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed

under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

### 17. INSURANCE:

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Truth or Consequences with the City of Truth or Consequences named as additional insured on the commercial liability policy.

#### 18. <u>APPLICABLE LAW:</u>

This Agreement shall be governed by the ordinances of the City of Truth or Consequences and the laws of the State of New Mexico.

### 19. ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

#### 20. **RENEWAL**:

The City of Truth or Consequences shall have the option to renew this contract for One Each additional Two (2) year term upon thirty (30) days written notice from the City of Truth or Consequences to Contractor.

#### 21. WAIVER OF CONTRACTURAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### 22. **SEVERABILITY**:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **23. NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

——————————————————————————————————————
Contractor: <insert &="" contact="" contractor's="" information="" name=""></insert>
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City of Truth or Consequences below
CONTRACTOR:
COMPANY NAME:
SIGNED BY:NAME AND TITLE
CITY OF TRUTH OR CONSEQUENCES
BY: Title:
Attest:
Date:

A	D	D	1	N	T	D	1	1	7	D
A	Г	Г	L	1	٧	v	J	.2	N.	v

RFP 20-21-12 REPLACEMENT O	F NORTH TRANSFORMER
NAME OF OFFEROR:	

# **COST RESPONSE FORM**

Description	Туре	Quantity	Cost per Item
· .			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

# APPENDIX E - LETTER OF TRANSMITTAL FORM

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 20-21	1-12		
1. Identify t	he following information fo	or the submitting organization:	
Offeror Nan			
Mailing Add	Iress		
Telephone			
FED ID#			
NM CRS#			
2. Identify negotiate, an	id/or (C) clarify/respond to	ized by the organization to (A) queries on behalf of this Offeror:	contractually obligate, (B)
	A	В	С
	Contractually Obligate	Negotiate*	Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			
No subo	sheets, as needed)  any relationship with any risted in #3 above), if a	e performance of any resultant contributed in the performance of any resultant	, reseller, etc. that is not a
By signing t information :  On b Gove I cond in Sec	he form below, the Author provided on this form, and ehalf of the submitting-organing the Procurement, as recur that submission of our proction V of this RFP; and	explicitly acknowledges the follow anization identified in item #1, ab quired in Section II.C.1. of this RFP; oposal constitutes acceptance of the all amendments to this RFP, if any.	ving: ove, I accept the Conditions
Authorized S	Signature and Date (Must b	pe signed by the individual identif	, 20, 20



#### **ADDENDUM #1**

Wednesday, July 7, 2021

**PROJECT:** NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, RFP# 20-21-12

**Owner:** City of Truth or Consequences New Mexico

This addendum forms a part of the Contract Documents and modifies the original RFP Documents. Each proposer shall acknowledge receipt of addendum number one (1) on Appendix A below.

This addendum addresses the mandatory meeting date and time listed on the cover page of the RFP. On the original cover page the day is wrongly listed as Friday July 15<sup>th</sup>, 2021. The date will remain the same as July 15<sup>th</sup> but that day is a Thursday, the correct mandatory pre-proposal meeting date and time is Thursday July 15<sup>th</sup>, 2021 at 2PM MST.

# Please also reference CONDITIONS GOVERNING THE PROCUREMENT, A. SEQUENCE OF EVENTS:

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	Friday, July 2, 2021
2. Acknowledgement Receipt Form	Potential Offerors	Wednesday, July 14, 2021
3. Mandatory Pre-Proposal Conference	City of T or C	Thursday, July 15, 2021
4. Deadline Questions	Potential Offerors	Thursday, July 22, 2021
5. Response Questions	City of T or C	Thursday, July 29, 2021
6. Submission of Proposal	Potential Offerors	Friday, August 20, 2021
7. *Proposal Evaluation	City of T or C	Monday, August 23, 2021
8. *Selection of Finalists	Evaluation Committee	Monday, August 30, 2021
9. *Best and Final Offers Due	Finalist Offerors	Monday, September 6, 2021
10. *Oral Presentation(s)	Finalist Offerors	Monday, September 13, 2021
11. *Finalize Agreements	City of T or C/Finalist Offerors	Monday, September 13, 2021
12. *Commission Approval/Contract Awards	City of T or C/Finalist Offerors	Wednesday, September 22, 2021
13. *Protest Deadline	Chief Officer/Offerors	Thursday, October 7, 2021

# 3. Pre-Proposal Conference

A mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 pm MST/MDT in the in the City of Truth or Consequences Chambers Meeting Room at 405 W 3rd St, Truth or Consequences, NM 87901.



#### **ADDENDUM #2**

Monday, July 12, 2021

**PROJECT:** NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, RFP# 20-21-12

**Owner:** City of Truth or Consequences New Mexico

This addendum forms a part of the Contract Documents and modifies the original RFP Documents. Each proposer shall acknowledge receipt of addendum number two (2) on Appendix A Below.

This addendum addresses the **delivery timeline for the transformer**. Please replace the following sections in the original RFP with the following new sections:

# I. INTRODUCTION

# C. SCOPE OF PROCUREMENT

Successful proposer shall supply, install, erect, test, commission a new power transformer ready
for energization. The new transformer must have a UZD Load Tap Changer good for 500,000
operations and be installed per delivery date included in the offerors proposal in Section IV.
SPECIFICATIONS C. 8 BUSINESS SPECIFICATIONS Delivery Time Preference after receipt of a
purchase order from the City of T or C. Successful proposer will also completely remove the
existing transformer, all unnecessary appurtenances and dispose of properly.

# IV. SPECIFICATIONS

# A. DETAILED SCOPE OF WORK

CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SCOPE OF WORK FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, INSTALLATION, ERECTION, TESTING, COMMISSIONING AND EXISTING TRANSFORMER REMOVAL AND DISPOSAL

Successful proposer shall supply, install, erect, test, commission a new power transformer ready
for energization. The new transformer must have a UZD Load Tap Changer good for 500,000
operations and be installed per delivery date included in the Offeror's proposal in Section IV.
SPECIFICATIONS C. 8 BUSINESS SPECIFICATIONS Delivery Time Preference after receipt of a
purchase order from the City of T or C. Successful proposer will also completely remove the
existing transformer, all unnecessary appurtenances and dispose of properly.

# C. BUSINESS SPECIFICATIONS

# 8. Shortest Delivery Timeline Preference

To ensure adequate and continuous electricity supply for the residents of T or C NM the City of T or C will be awarding 100 points to the Offeror that has the shortest delivery and installation timeline in their proposal. Points will be awarded as follows (see V. EVALUATION, A. EVALUATION POINT SUMMARY). Proposer must list a delivery time for completed project.

# V. EVALUATION

# A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by subcategory.

Evaluation Factors	Points Available
(Correspond to section IV.B and IV C)	
B. Technical Specifications	
B. 1. Organizational Experience	400
B. 2. Organizational References	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Oral Presentations	300
C.6. Cost	200*
TOTAL POINTS AVAILABLE	1,000
C.7. New Mexico Preference - Resident Vendor Points per Section IV C. 7	50
C.7. New Mexico Preference - Resident Veterans Points per Section IV C.7	100
C.8 Shortest Delivery Timeline Preference - Points per Section IV C.8	100

Table 1: Evaluation Point Summary

<sup>\*</sup>NOTE: C.6 will have section B. TECHNICAL SPECIFICATIONS, 19. EVALUATION OF PROPOSALS – LOSS EVALUATION criteria applied to the cost proposal submitted.

# **B. EVALUATION FACTORS**

# 10. C.8. Shortest Delivery Timeline Preference

- A. Proposer with the shortest delivery timeline will receive 100 additional points.
- B. Delivery time line shall specify delivery and installation of new transformer and removal and disposal of the existing transformer and all unnecessary appurtenances.



#### **ADDENDUM #3**

Monday, July 19, 2021

**PROJECT:** NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, RFP# 20-21-12

**Owner:** City of Truth or Consequences New Mexico

This addendum forms a part of the Contract Documents and modifies the original RFP Documents. Each proposer shall acknowledge receipt of addendum number three (3) via email to procurement@torcnm.org.

One (1) time sensitive question was posed to all present at the mandatory preproposal meeting held 7/15/2021 @ 2:00PM MST in T or C NM. Those questions and answers are listed below:

1. **Question one:** Will the City allow equivalent or higher quality than as listed in the RFP substitutes for the three transformer manufactures listed in the RFP?

<u>Answer to question one:</u> Yes equal, or greater than substitutes will be allowed. Proposer must provide proof and comparisons to the three listed in the RFP detailing equivalent or higher quality for the proposed transformer manufacture.

For questions regarding this Addendum, please email the Procurement Officer at: <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a>.

Please reference our website for any other announcements regarding this RFP at http://www.torcnm.org/departments/finance/public\_invitation\_for\_bidders.php



#### **ADDENDUM #4**

Thursday, July 29, 2021

**PROJECT:** NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, RFP# 20-21-12

**Owner:** City of Truth or Consequences New Mexico

This addendum forms a part of the Contract Documents and modifies the original RFP Documents. Each proposer shall acknowledge receipt of addendum number four (4) via email to procurement@torcnm.org.

Questions and Answers

1. Question – Who will de-energize the existing transformer? What method is available?

Answers – The de-energization and re-energization will be done by the successful offeror in conjunction and coordination with the City of T or C Electrical Department manager and staff.

2. Question - Who will re-energize the new transformer? What method is available?

Answers – The de-energization and re-energization will be done by the successful offeror in conjunction and coordination with the City of T or C Electrical Department manager and staff.

3. Question - Does the existing transformer oil have PCBS? Has it been tested?

Answers – Please refer to testing reports accompanying this document as ATTACHMENT #1. The city does have testing results pending that will include PCBS and will be all inclusive, Those results are anticipating to be available Friday July 30th and we will publish those as soon as available.

4. Question – How long can the transformer be offline while the replacement is being set and wired?

Answers – The time that the transformer is offline needs to be minimized as much as possible. The Electrical Department will make that installation schedule one of the first items of business to discuss with the successful offeror. The usage is somewhat dependent on the season with the highest usage during the summer months therefore the city prefers the work be done in the spring, winter or fall.

5. Question – What are the secondary connections at this time? Are they live bushings or rubber elbows into underground cable?



Answers – The secondary connections are paddles and are pot-heads into the underground cable.

6. Question - What is the winding material of the windings? Copper or Aluminum?

Answers – The City is under the understanding that the windings are Copper.

7. Question – Can a copy of the DGA report be provided?

Answers - Yes, see ATTACHMENT #1 to this document.

8. Question – Is being a licensed contractor in New Mexico a requirement for TORC, and if so, what type of license (typically not required for utilities or power producers)?

Answers – No it is not a requirement that the contractor be licensed in New Mexico. The city will require offerors to submit in their proposal that they are qualified for this type of work.

9. Question – Does the proposal have to be turnkey through the transformer manufacturer as portrayed in the RFP, or can a contractor lead the turnkey proposal?

Answers – The proposal does not have to be turnkey through the transformer manufacture but does have to be turnkey through the entity proposing/signing as the offeror.

10. Question – Can the successful proposer be the prime contractor procuring the transformer from the manufacturer and coordinating any necessary subcontractors?

Answers - Yes

11. Question – Can field assembly and testing of the transformer be performed by the prime contractor?

Answers - Yes.

12. Question – If specifications are met, would a transformer from a different manufacturer than those listed in the RFP be acceptable?

Answers – Yes

3. Question – Is the transformer "required" to have an SPX Waukesha UZD or ABB UZE tap changer, or would an equivalent High-Speed Resistance Bridging (transition) tap change be acceptable?



Answers - Offerors may propose value added alternatives in addition to those required in the RFP

14. Question – Will TORC accept a reconditioned or new/surplus transformer (with warranty) that closely meets the specification and is available immediately?

Answers - Offerors may propose value added alternatives in addition to those required in the RFP

15. Question – Will ANSI/NETA acceptance testing guidelines be used?

Answers - Yes

16. Question – For testing purposes, will the contractor be required to be a fully certified NETA contractor?

Answers – Yes

17. Question – If the prime contractor uses local New Mexico contractors for subcontracting work, will they be eligible for New Mexico Preference – Resident Vendor points (Factor C.7)?

Answers - No they will not

For questions regarding this Addendum, please email the Procurement Officer at: <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a>.

Please reference our website for any other announcements regarding this RFP at http://www.torcnm.org/departments/finance/public\_invitation\_for\_bidders.php



#### **ADDENDUM #5**

August 13, 2021

**PROJECT:** NORTH TRANSFORMER REPLACEMENT: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, RFP# 20-21-12

**Owner:** City of Truth or Consequences New Mexico

This addendum forms a part of the Contract Documents and modifies the original RFP Documents. Each proposer shall acknowledge receipt of addendum number five (5) via email to <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a>.

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### **Current:**

# 2. Organizational References

Offeror must provide a list of a minimum of three (5) references from similar projects/programs performed for private, state or large local government clients within the last three (5) years.

**REVISION:** 

# 2. Organizational References

Offeror must provide a list of a minimum of three-five (5) references from similar projects/programs performed for private, state or large local government clients within the last three (5) years.

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# V. EVALUATION

# A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by subcategory.



#### **CURRENT:**

Evaluation Factors  (Correspond to section IV.B and IV C)		Points Available
В.	Technical Specifications	
B. 1.	Organizational Experience	400
B. 2.	Organizational References	100

#### **REVISION:**

Evaluation Factors		Points Available	
(Corres	pond to section IV.B and IV C)		
В.	Technical Specifications		
B. 1.	Organizational Experience	400	
B. 2.	Organizational (Verbal) References	100	

## **CURRENT:**

# **B.** EVALUATION FACTORS

# 1. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.



**REVISION:** 

# 2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of verbal references the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated and points will be awarded based upon on references obtained by the Evaluation Committee that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/5 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted as listed in the Offeror's proposal. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

For questions regarding this Addendum, please email the Procurement Officer at: <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a>.

Please reference our website for any other announcements regarding this RFP at http://www.torcnm.org/departments/finance/public\_invitation\_for\_bidders.php

#### ATTACHMENT B

August 23, 2021

City of Truth or Consequences RFP #20-21-012 North Transformer Replacement

# Clarification of Delivery Time and Completion of Project

We have received several proposals with varying delivery and completion times on the abovenamed project and are seeking clarification on those timelines.

Please clarify (after the award of contract and purchase order) the exact amount of time, from start to finish, (in weeks) that it will take your company to:

- 1. Supply, install, erect, test, commission a new power transformer ready for energization.
  - The specification covers supply, installation, testing & commissioning for a 3phase 115/12.470 MVA power transformer, double copper wound outdoor type,
    ONAN, energy efficient transformer. The equipment offered shall be complete
    with all parts necessary for their effective and trouble-free operation and
    transformer shall be supplied complete with all accessories
- 2. Completely remove the existing transformer, all unnecessary appurtenances and dispose of properly.

Per our proposal submitted on the above name RFP, I certify that it will take our company
weeks from start to finish to complete the above project as listed in RFP.
Name of Company: AMERICAN Electrical Texas, Co., LLC
Authorized Company Representative's Name: William R. Fernandez
Signature Wichief Date 8/23/2021
Please return this form immediately upon receipt as follows:
Chief Procurement Officer at procurement@torcnm.org

Please call Carol Kirkpatrick at 575-740-7323 if you have any questions.



Corporate Headquarters

25 Forbes Boulevard, Suite 1 Foxboro, MA 02035

> Phone: (781)821-0121 www.aetco.us

# **City of Truth or Consequences**

# **North Transformer Replacement** 10/12.5/15/16.8 MVA Power Transformer Supply RFP# 20-21-12

**REDACTED COPY** 





# **Technical Proposal**

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Corporate Headquarters

25 Forbes Boulevard, Suite 1 Foxboro, MA 02035 Phone: (781)821-0121

www.aetco.us

#### **Organizational Overview**

American Electrical Testing Co., LLC (AET) is an industry-leading electrical testing and maintenance firm servicing transmission, distribution, generation utilities, and major industrial, commercial and institutional facilities since 1981. AET, a certified InterNational Electrical Testing Association (NETA) full member company, employs highly skilled Test Technicians and Field Service Engineers to perform commissioning, acceptance, and maintenance testing of electrical power equipment throughout the United States. The company has 40 years experience with approximately 140 Technicians and 30 Engineering staff, making AET one of the largest independent testing companies in the country. AET's headquarter is in Foxboro, MA, supported by three branch offices located in Boonton, NJ, Brentwood, NY, and Allentown, PA. We are fully insured, licensed, and bonded.

AET focuses on providing clients with the best value in the marketplace by offering quality service at competitive prices. The company identifies key client drivers and develops customized programs and systems to facilitate this strategy with the highest possible client satisfaction. The strategy has proven successful in acquiring and retaining major electric utility accounts and large industrial commercial facilities that continually rely on AET to provide a high level of service year over year. AET's major market focus is on strategic partnership opportunities with large power consumers, electric utilities, and generation companies. To remain cost-competitive, the company has focused on centralizing and streamlining all administrative functions, project management, and report processing.

#### Financial Strength/Viability

AET, founded in 1981, is part of Asplundh Engineering Services, LLC, a subsidiary of UtiliCon Solutions, a wholly-owned subsidiary of Asplundh Tree Expert, LLC. A family-owned and operated corporation headquartered near Philadelphia, Asplundh has grown to employ 30,000+ service professionals throughout the U.S., Canada, New Zealand, and Australia.

Since being acquired by Asplundh in June of 2009, AET has continued to experience strong, steady growth and has leveraged the financial resources of its parent company to continue to allow AET to invest in its people, equipment, and systems to better meet the ever-changing and increasing demands of our clients. As a result, our Technicians and Engineers are consistently exposed to a high level of technical and safety training, are outfitted with industry-appropriate tools and equipment, including late-model vehicles, laptop computers, high-quality test equipment, PPE, and full arc-rated clothing.

#### **Transformer Service Market Experience**

AET offers an array of transformer services, from routine inspection, testing, and maintenance to full turnkey replacements of power transformers. AET also performs bushing replacement, LTC repairs, and oil processing. Additional services include field engineering, assembly, vacuum filling, acceptance testing, and commissioning.





Additionally, AET routinely provides comprehensive electrical testing, troubleshooting, and diagnostics of transformers. Testing includes Insulation Resistance, Turns Ratio, Power Factor, Excitation, Winding Resistance, SFRA, Leakage Reactance, and Oil Analysis. Our experience includes testing and maintenance of all types and sizes of transformers, from small dry type and cast coil transformers to large oil-filled power transformers.

AET has transformer and apparatus subject matter experts on staff, several of which TORC has come to know. Our clients have come to depend on our vast experience and depth of knowledge of power equipment for recommendations and solutions to resolve equipment issues before they result in unplanned power outages or costly equipment failure. AET is an active member of Doble and often presents papers at industry conferences, including Doble, NETA, and IEEE.

Our clients include some of the largest electric utilities in the country and some of the largest members of the S&P 500. AET's strategic initiative is to be the number one choice for companies in the markets we serve. Our success in meeting this initiative is supported by the body of work we have performed. This experience and focus on safety, quality, and reliability allow us to be in tune with the needs of our clients and provide them with a high level of client satisfaction. We are proud that the vast majority of our largest clients have labeled AET as their "Contractor of Choice" formally or, in other cases, have informally awarded upwards of 80 to 100% of their outsourced testing, maintenance, and commissioning work to us.

AET has been supporting TORC electrical testing and maintenance needs since May 2016. Projects have ranged from electrical maintenance, engineering services, and most recently, troubleshooting the tap changer on the North Transformer.

If awarded the contract to replace the North Transformer, AET has identified three (3) contractors with which we will be working.

- VA Transformer, one of the largest power transformer manufacturers, will customize the transformer to TORC's specifications as indicated in the RPF.
   Further information is available for VA Transformer at <a href="https://www.vatransformer.com/">https://www.vatransformer.com/</a>
- Sunbelt-Solomon Solutions is one of the world's largest solution providers for electrical
  equipment needs. Sunbelt-Solomon will be responsible for the removal and disposal of the
  waste oil and existing transformer.
   Further information is available for Sunbelt-Solomon at <a href="https://www.sunbelt-solomon.com/">https://www.sunbelt-solomon.com/</a>
- Crane Service Inc., based out of Albuquerque, NM, will provide the cranes for this project.
   Crane Service Inc. has been a leader in the crane rental and heavy rigging industry for 60 years.
   Further information is available for Crane Service Inc. at <a href="https://www.craneserviceinc.com">https://www.craneserviceinc.com</a>

#### **Key Personnel**

AET has many qualified individuals to support the TORC North Transformer Replacement Project. We've identified the following key personnel for the project, with availability to be determined based on scheduling:

Billy Fernandez will share project management responsibilities. Lead onsite technician responsibilities will be handled by John Michalski, who has extensive knowledge of the TORC Substations. We have several qualified technicians available to support John onsite during this project, some of whom have also worked onsite during previous TORC projects. See attachment A for resumes of all of these individuals.

Further discussion can be had about personnel during an oral presentation.

## **Technical Competence**

AET has a long-standing partnership with NETA. Our founder, Charles Blizard, Sr., was a co-founder of NETA back in 1972, and that legacy continues today with his son, Scott Blizard, AET Vice President, who is the former President of the Board of Directors (2019-2021) for NETA. Scott holds various committee positions for NETA, including being the Chairman of the Safety Committee, Chairman of the Promotions and Marketing Committee, and supporting the Membership, Finance and Technical Representative Steering Committees. Scott also holds additional industry positions where he represents NETA as the Principal on the NFPA 70 Electric Code Making Panel #10, and the Alternate for the NFPA 70B Recommended Practice for Electrical Equipment Maintenance standards committee.

#### **Safety Training Program**

Safety training is a leading core value of AET. Some of the key components of the safety training our field employees receive are:

- CPR, AED and First Aid
- OSHA 10 and/or 30
- Aerial Work Platform
- Alert Driving and STAR Driver Safety
- NFPA 70E and 1910.269 Electrical Safety
- LOTO
- Hazardous Material
- Fire Safety
- Human Error Reduction
- Operations Incident Mitigation
- Substation Awareness
- Client & Site Specific

AET's 2021 Experience Modification Rating of 0.47 is indicative of our ongoing commitment to safety and the effectiveness of our programs.

#### **Power Transformer Supplies**

AET owns and operates three (3) oil processing rigs. Our power transformer work has derived \$2.5 to \$3+ million in revenues in the last three years. AET's revenues over the previous five years average approximately \$65 million per year. Please note that AET is not a transformer manufacturer, so the stated revenue is for services only.

#### **Project Successes and "Failures"**

• EEEEEEEEE (2021)

<u>Job Description</u>: Transformer Substation Replacement Project at XXXXXXXXXX Substations 3 and 4

#### Work scope:

- Assemble, install, and commission (2) VT 10 MVA transformers and associated protective relays
- Commission entire associated switchgear
- AET identified design and engineering anomalies during commissioning.
- Once re-engineered, AET performed necessary modifications to address anomalies.
- o AET remained on the job site through energization
- Full Turnkey project

Working on this job reinforced AETs belief in the importance of thoroughly preparing for a job by reviewing engineering and equipment design documentation. This was a mission-critical project which required exacting attention to detail. Our technician's utilized checklists to track the project but most important was documenting communications.

#### EEEEEEEEE (2020)

<u>Job Description</u>: Emergency response to high side bushing failure that occurred within the tank of the Substation XXXXX transformer.

#### Work Scope:

- AET technicians physically entered the transformer to perform an internal inspection, access the condition of the fault, and remove debris from the faulted bushing inside the transformer.
- Installed new bushing and performed electrical tests
- Performed electrical testing on bushings and transformer (without oil in the tank) to evaluate condition before refilling with new oil
- Processed and filled transformer with new oil
- o Performed electrical tests, including oil analysis
- AET on the job site through re-energization of the transformer

This job is an example of AET's dedication to its clients. For AET, the job did not end with the energization of the transformer. We continued to monitor the transformer's oil for six (6) months by performing regular oil sampling and having conversations with Doble Engineering to identify the condition of the transformer based on these analyses. This project reinforced the importance of effective communication with the customer, our technicians, and engineers.

Having a questioning attitude was also crucial in understanding the information gleaned about the transformer from the oil analysis.

## EEEEEEEEE (2019)

<u>Job Description</u>: Respond to a transformer emergency at the XXXXXXXXX, the largest power generation facility on Long Island.

#### Work scope:

- o Procured and installed new bushings for the U1 transformer
- Added oil to the transformer to bring equipment to proper levels and provided oil filtration.
- Performed complete NETA transformer maintenance testing
- Re-energized transformer

When dealing with an emergency, knowing the importance of getting the equipment operational can cause added pressure. AET technicians are trained to utilize a questioning attitude when performing their job responsibilities. This particular job reinforced for our technicians the importance of using that questioning attitude, especially during troubleshooting, to identify the situation's needs.

# • EEEEEEEEEEEE (2018)

#### Work scope:

- Replaced bushings on transformers
- Replaced transformer gauges
- o Performed oil processing to address problems identified by oil analysis
- o Performed complete NETA transformer maintenance testing
- Re-energized transformer

Utilizing procedures and effective communication were the keys to getting this job done correctly.

With the knowledge and experience of our technicians and engineers, AET does not perceive any job, however challenging, to be a "failure." Some of the jobs that we consider to be more challenging include:

### • EEEEEEEEEEE (2020)

<u>Job Description</u>: Repair oil valve leak on Main Generator Step-Up Transformer (GSU) <u>Work scope</u>:

- Drained 500 gallons of oil from the transformer
- Removed High Side bushings and high hats
- Re-gasket and pressurize to refill

While draining oil from the transformer and evacuating with dry air, an oil spill occurred from the transformer PRD. Based on the size of the transformer, it should have been equipped with a 15 psi PRD. There was no nomenclature on the transformer with the details for the PRD to verify pressure. Upon further investigation with the client, it was discovered that an improperly rated PRD was installed by others and not documented.

The oil spill was cleaned up to the client's satisfaction. Work was unable to be continued because the outage was ending; however, the client has begun discussions with AET to resume this job during their next outage.

Lessons Learned: More detailed written procedures were needed for these types of jobs. AET has since developed those refined procedures. The importance of performing peer checks and discussing tasks being performed with second checking and verification.

## • EEEEEEEEEEEE (2021)

- Dry-type and N2 Filled Transformers perform TTR, Megger (high-to-low, low-to-ground, high-to-ground, and winding resistance)
- Oil Filled Transformers Perform Doble testing
- o Inspect and replace the HV lugs at the G&W potheads of each transformer, as needed.

Several days after completing maintenance and testing of one of the transformers, the client attempted to re-energize the transformer, and the breaker immediately tripped. Upon investigation, the client found the remnants of copper shorting jumpers in the spare breaker cubicle. It was later determined that the jumpers installed during the transformer testing to short the low side of the transformer had not been removed.

AET technicians re-tested the transformer and breaker to ensure there was no damage to either piece of equipment. After conversations between the client and AET project management, we continue to work on this and other jobs with this client.

Lessons learned: AET takes safety very seriously and has put in place checks at different levels to maintain that safety. This incident brought attention to some gaps in our safety measures. A Lessons Learned Alert has since been issued to all AET employees, and safety procedures have been clarified.

# Technical Proposal Response to Contract Terms and Conditions

After review of Appendix C Draft Contract, AET has two (2) requested changes to the Agreement language. Both these requested changes are in Section 10. They are as follows:

Line 3-Add "payment" before "liabilities"

Line 3 Delete "whatsoever arising from or" and replace with "arising from Contractor's performance"

Explanation for the request: AET can release City of Truth or Consequences from liabilities resulting from AET's performance under the Agreement, but not liabilities caused by the City of Truth or Consequences as specified in Section 6 of the Agreement.

## Attachment A

**Resumes of Key Personnel** 

# William R. Fernandez

## **Employment**

- American Electrical Testing Co., LLC New York Area Manager
- BEC Testing Vice President/General Manager Electrical Testing, Maintenance & Engineering
- Elemco Testing Co. Electrical Testing Supervisor
- American Electrical Testing Co. Inc. Electrical Tech Technician
- A&F Electrical Testing Electrical Test Technician
- West Meadow Electrical Contracting President

## Education

- IBEW Local 25 Apprenticeship School
- Electrical Training Center of New York City
- NETA Power Test Conference 2012, 2013 and 2014
- Five Towns College

## Certifications

- NFPA 70E Advanced Training for Electrical Safety
- OSHA 30
- NETA Level II Certified
- Certified General Manager
- Certified Design Electrical Specialist

## Training

- Doble Power Factor
- Doble Breaker Timing
- Microprocessor Relay Training
- NYS Crane Operators License
- Cable Splicing up to 69kv

## Accomplishments

- Member of the Association of Electrical Contractors New York City
- IBEW Local IBEW Local 25 Electrical test Technician/Journeyman/Foreman 17+ years
- IBEW Local 3 New York City Elevator Technician 3 Years

## Awards

- Electrical System Sales 100% of Plan Performance, over \$1 Million
- ABM Franchising Group 2014 Diamond Award Winner \$1.56 Million in Sales

## Licenses

- New York City Master Electrician License
- Suffolk County Master Electrician License

# Jay Devers

## **Employment**

- American Electrical Testing Co., LLC
   New York Area Test Foreman/Lead Technician
- Elemco Testing Co.
   Test Technician/Lead Technician/Foreman

## Education

- IBEW Local 25 Apprenticeship School
- Springfield College

### Certifications

- NFPA 70E Advanced Training for Electrical Safety
- OSHA 30
- NETA Level III Certified

## Training

- Doble Power Factor
- Doble Breaker Timing
- Microprocessor Relay Training
- NYS Crane Operators License
- Cable Splicing up to 69kv

## Accomplishments

• IBEW Local 25 Electrical test Technician/Journeyman/Foreman – 20+ years

## Notable Jobs

- SUNY Stony Brook University Substation Expansion Project
- GFD Suez Astoria Generating Facility Phase II
- Brookhaven National Lab Solar Farm Substation
- SUNY Stony Brook University Distribution Feeder Upgrade
- New York Power Authority-Flynn Generator Relay Upgrade
- SUNY Stony Brook University Switching Station & Relay Upgrade
- Orange & Rockland Utilities, Inc. Smart Grid DSCADA Commissioning
- New York Power Authority-Flynn Line Relay Upgrade

## John Michalski

## **Employment**

- American Electrical Testing Co., LLC Journeyman Wireman/Test Technician
- Strong Arm Excavation and Tree Owner/Operator
- Commander Electric Journeyman Electrician
- Hawkeye Electric, LLC Journeyman Electrician

## Education

- Suffolk County Community College
- William Floyd High School

## Certifications

- Foremanship Training IBEW Local 25 NJATC Training Program
- Level 1 AutoCAD IBEW Local 25 NJATC Training Program
- Journeyman Wireman IBEW Local 25 NJATC Training Program
- NETA Level II Certified

## **Select Contributions**

- Performed several dismantle, remove, receive, and build power transformers for Eastern Generation (Con-Ed power entity) ranging from 15MVA to 56MVA.
- SUNY Stony Brook University completed a 69KV yard expansion including new substation (15KV breakers, protective relays, CT, and PT wiring), 69KV SF6 breakers, High voltage cable, including assembly and commissioning of (2) 37MVA power transformers.
- Performed (2) 500MVA power transformer dismantle, re-gasket and re-assemble jobs for NRG plant, along with an acceptance and assembly of a new spare 500MVA transformer.
- Involved with several manufacturers (PA Transformer, SMITT, Waukesha, GE, ABB, Virginia Transformer, etc.) in acceptance testing, assembly, and commissioning of their products.
   Working beside them or individually as a representative.
- Able to read, prove, and function test control/protective schemes
- Completed oil processing/vacuum filling of 15-500 MVA power transformers
- Relay installation and commissioning (electromechanical, low level solid state)

# **David Frazer**

## **Employment**

American Electrical Testing Co., LLC – Test Technician

## **Education/Professional Development**

- Empire State College Associate of Applied Science (AAS)
- Journeyman Electrician IBEW Local 3 20+ years
- Doble Power Factor & Timing Certification Doble Engineering
- Valencia Relay Training

## **Notable Capabilities**

#### **Apparatus Testing**

- Generation, distribution, and transmission
- Equipment up to 138kv
- Transformers/SF6 breakers/switchgear
- Metering equipment (CT, PT, CCVT)
- Power Factor/Timing/SFRA
- Troubleshooting
- Insulation Resistance and Hipot of cables
- Ground testing

#### **Protection & Controls**

- Generation, distribution, and transmission
- Ability to lead testing & commissioning teams
- Develop/execute isolation and test plans
- Perform functional trip checks
- Test C& and PT Circuits
- Relay Testing

## **Select Contributions**

- Astoria Energy I Power Plant (Queens, NY) Served as technician in managing and performing testing and commissioning of a major buildout generating station.
   Equipment included 138KV transformers, medium voltage switchgear, motor control centers and all protective relaying.
- Astoria Energy II Power Plant (Queens, NY) Provided acceptance testing and startup/commissioning support for a major project at the site. Responsibilities included testing of all 138KV transformers, breaker testing of 480 and 4160KV, ground testing, insulation resistance and Hi-pot testing of low/medium voltage cable, generator testing, CT/PT testing.
- Bank of American (New York City) Served as a foreman in managing and performing acceptance testing and commissioning of transformers, generators, insulation resistance of cables and switchgear.

# Joseph Squillacioti

## **Employment**

- American Electrical Testing Co., LLC Journeyman Wireman/Test Technician
- A&F Electrical Testing Assistant Test Technician

## Education

- Suffolk Community College Associates Degree
- JATC Electrical Apprenticeship

## Certifications

NETA Level III Certified

## Skills

- Perform apparatus testing on distribution transformers, SF6 breakers, CTs and PTs among others.
- Perform power factor, SFRA, turns ratio and winding resistance tests.
- Perform breaker timing, over-potential and gas integrity tests.

# Jorge Marques

## **Employment**

- American Electrical Testing Co., LLC Journeyman Wireman/Test Technician
- ABCO Electric Corp Journeyman, Mechanic
- Brentwood High School Teacher Math and Bilingual Math

## Education

- Certified Journeyman Wireman Long Island Joint Apprenticeship and Training Committee
- Certified Electrical Technician Career Institute of Health and Technology
- Certified Bilingual Education St. John's College
- St. Joseph's College Bachelor of Arts in Mathematics with a Secondary Education Concentration

## Certifications

- Doble Power Factor & Timing Certification Doble Engineering
- CPR Certification American Red Cross
- NFPA 70E Electrical Safety Training System
- NETA Level II Certified

## Skills

- Knowledgeable of 2017 NEC
- Apparatus Testing Transformers, breakers, switchgear, CTs, PTs
- Proficient with multiple pieces of testing equipment such as Doble, Vanguard, Megger



91 Fulton Street, Unit 4 Boonton, NJ 07005 Phone: (973)316-1180 www.aetco.us

# Jeffrey L. Spinney "Jeff" NJ Area Manager

## Lead Relay Test Technician/ Commissioning Engineer

### **Education & Certifications:**

## NETA Level IV Senior Test Technician

Schweitzer Engineering Laboratories
58hr Hands On Relay Testing Certification
Utility Protection Relaying
Certified Advanced Protective Relays
NFPA70E
CPR/First Aid Certified
General Foreman (LU102)

Jeff has provided substation maintenance, testing and commissioning services to electrical utilities within the U.S. since 1986. He has extensive experience working with high voltage substation equipment and protection and control schemes.

## Recent Project Affiliations:

- ♦ As Senior Relay/ Protection & Control Manager for AET, Jeff delivers maintenance, commissioning and testing services to Atlantic City Electric (ACE), PSEG, BGE, PPL, PECO and First Energy (JCPL) for transmission and distribution substation upgrade projects.
- ♦ Jeff is also well-versed in the calibration and testing of electro-mechanical and microprocessor relays and meters. He is also knowledgeable and experienced on the testing and commissioning of all Apparatus utilized internal to utility substations.







91 Fulton Street, Unit 4 Boonton, NJ 07005 Phone: (973)316-1180

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## Personnel Qualifications

## Jeffrey "Jeff" Somol

Jeff has over 30 years of experience in the electrical testing and maintenance industry. In 2013, Jeff was promoted to the NJ Area Manager's position for apparatus testing and maintenance. He is responsible for the supervision, training and over-site of ten Tech Technicians. Prior to Jeff's promotion, Jeff worked as a Test Technician performing tests, maintenance and repairs of substation equipment. This includes transformers, LTC's, circuit breakers and relatable utility substations equipment. Jeff has gained specialized skills and experience with transformer assembly, oil processing, vacuum filling, bushing replacements, testing and repairs. He is also experienced in testing, maintenance and repair of medium and high voltage oil, vacuum, air-blast and SF6 gas circuit breakers.

## Work Experience

- ◆ Jeff was instrumental in the development of The Network Protector Training School use at JCP & L Today.
- ♦ Jeff was involved with the maintaining of the network at JCP & L for 20 years.
- ♦ Jeff has worked closely with Richards/ ETI in the maintenance programs of a few major projects throughout the northeast.

## **Education / Certifications**

Network Protector & Relay Training – Network Protector Trainer (GPU) – 5kV – 69kV Cable Slicing Leader (GPU) – Westinghouse and GE LTC Operational & Maintenance Training – Doble Transformer and Insulating Materials Committee Member – Confined Space Trained – OSHA 30 Certified – CPR/ First Aid/ AED Certified





#### References

#### **Astoria Generating Company/Eastern Generation**

<u>Job</u>: Emergency Response to High Side Bushing failure that occurred with the tank of the Barge #3

Transformer (Job Value: XXXXXX)

Date: 4th Quarter 2020

AET Staff On-site: Jay Devers, John Michalski, Jorge Marques, Joe Squillacioti

Contact:

Navin Jaipershad Sr. Station Engineer PH: XXXXXXXXXXXXXX

#### Village of Rockville Centre

Job: Transformer Replacement Project at Rockville Centre Power & Light Substations 3 and 4 (Job

Value: XXXXXXX)

Date: 2<sup>nd</sup>-3<sup>rd</sup> Quarter 2021

AET Staff On-site: Jay Devers, John Michalski, Jorge Marques, Dave Frazer, Jeff Spinney

Contact:

**Brian Cronin** 

CSA Engineering Services, LLC

XXXXXXXXXXXXX

#### **Nassau University Medical Center (NUMC)**

<u>Job</u>: Providing electrical testing, maintenance, repair, and engineering to NUMC and Holly Patterson Extended Care Facility

AET Staff On-site: Jay Devers, John Michalski, Dave Frazer, Jorge Marques, Joe Squillacioti

Contact:

Bill Chodkowski Superintendent of Utilities XXXXXXXXXXXXXXXX

#### **New York Power Authority (NYPA)**

<u>Job</u>: Providing complete electrical infrastructure repairs, service, maintenance, and testing to (9) generation stations, (5) transmission stations, and the White Plains (NY) office building.

AET Staff On-site: Jay Devers, John Michalski, Dave Frazer, Jorge Marques, Joe Squillacioti

Contact:

Tom McDade

Planner

XXXXXXXXXXXX

#### NRG - Astoria Gas Turbines

<u>Job</u>: Providing on an ongoing basis electrical testing, maintenance, and repairs

<u>Date</u>: Ongoing projects at various NRG plants since 2010 (Job Values for 2021 to date: XXXXXXX)

<u>AET Staff On-site</u>: Jay Devers, John Michalski, Dave Frazer, Jorge Marques, Joe Squillacioti

Contact:

Alex Gomez
Operations Supervisor
XXXXXXXXXXXXXXXXX

#### **SUNY Stony Brook University**

<u>Job</u>: Providing electrical testing, maintenance, repair and engineering to the University buildings, hospital, and all other off-site locations at the University

<u>Date</u>: Ongoing annual projects. AET has held a contract with SUNY Stony Brook since 2010. (XXXXXX XXXXXXXXXX)

AET Staff On-site: Jay Devers, John Michalski, Dave Frazer, Jorge Marques, Joe Squillacioti

Contact:

Ralph Tortora
Assistance Director Utilities
XXXXXXXXXXXXXXXX

Many additional transformer references can be discussed during an oral presentation.

# AMERICAN ELECTRICAL TESTING FINANCIAL INFORMATION HAS BEEN REMOVED FROM THIS REDACTED COPY

# Performance Surety Bond (Business Specifications C.2)

American Electrical Testing Co., LLC has the ability to obtain a Performance Surety Bond, if required.

## APPENDIX E - LETTER OF TRANSMITTAL FORM

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 20-21-12

1. Identify the following information for the submitting organization:

Offeror Name	American Electrical Testing Co., LLC
<b>Mailing Address</b>	25 Forbes Blvd. Suite 1 - Foxboro, MA 02035
Telephone	(631) 617-5330
FED ID#	04-2724750
NM CRS#	N/A

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name	Howard Bramson	Billy Fernandez	Billy Fernandez
Title	VP Customer Relations	NY Area Manager	NY Area Manager
E-mail	hbramson@aetco.us	bfernandez@aetco.us	bfernandez@aetco.us
Telephone	(781) 821-0121 ext 114	(631) 449-1554	(631) 449-1554

<sup>\*</sup> If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select or
-------------------------------------

No subcontractors will be used in the performance of any resultant contract, OR

X The following subcontractors will be used in the performance of any resultant contract:
Virginia Transformer, Sunbelt-Solomon Solutions, Crane Service, Inc.

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractor listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

N/A

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Horal Bun		
	August 20th	, 2021
Authorized Signature and Date (Must be signed by the	individual identified in	item #2.A, above.)

#### APPENDIX B

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Mayor Sandra Whitehead, Mayor Pro-tem Amanda Forrister, Commissioner Paul Baca, Commissioner Randall Aragon, Commissioner Francis Luna,

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	
Relation to Prospective Contractor:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	 
( )	

Nature of Contribution(s)	
Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	
OR—	
NO CONTRIBUTIONS IN THE DOLLARS (\$250) WERE MAD representative.	E AGGREGATE TOTAL OVER TWO HUNDRED FIFT DE to an applicable public official by me, a family member
Horal Bu	8/6/21
Signature	Date
Vice President Customer Relations	
Title (Position)	<del></del>

Oral Presentation will be made available upon request.



76 Cain Drive Brentwood, NY 11717 Phone: (631)617-5330

www.aetco.us

August 19, 2021

Chief Procurement Officer/Procurement Manager City of Truth or Consequences 505 Sims St. Truth or Consequences, NM 87901

<u>Reference:</u> RFP# 20-21-12 - North Transformer Replacement: 10/12.5/15/16.8MVA Power Transformer Supply

AET Quote: L60308

To Whom it May Concern:

American Electrical Testing Co., LLC is pleased to present this proposal to supply, install, erect, test, commission a new power transformer ready for energization for the City of Truth or Consequences (TORC) located in New Mexico.

American Electrical Testing Company has a staff of highly skilled NETA Certified Field Engineers, Power System Engineers, Professional Engineers, and support personnel available to provide the power system services required for this project.

#### Work Scope:

#### 1. Base Bid

- 1.1. Perform an initial site visit to confirm project details, scheduling, and logistics with TORC Electrical Director and Field departments.
- 1.2. Procure One (1) Virginia–Georgia Transformer (VT) 10MVA, 117.8-12.47kV Transformer (see attached VT specifications and details).
- 1.3. Provide Electrical Engineering to develop new relay settings required to address the differences between the new and existing transformers' impedances and design.
- 1.4. Compare interconnect wiring to identify differences between the transformers.
- 1.5. Develop a new interconnect wiring diagram for the new control panel.
- 1.6. Develop an isolation plan.
- 1.7. Develop a functional trip plan.
- 1.8. Develop energization plan.
- 1.9. Coordinate logistics for the crane placement for lifting and placement of transformers.
- 1.10. Confirm and review VT factory test results.
- 1.11. Review existing relay settings.
- 1.12. Prepare substation switchyard work site to begin the project.
- 1.13. Position the crane to offload the new transformer.
- 1.14. Install temporary safety oil containment berms for transformers.
- 1.15. AET shall have a VT Field Service Supervisor onsite for support and warranty purposes.





- 1.16. AET's onsite protection/control and transformer supervisors shall perform a pre-job review with the VT onsite Field Supervisor and TORC Electric Department to review safety, job plan, objectives, and project execution.
- 1.17. Upon the arrival and before acceptance of the transformer, AET and VT shall review the GPS impact detection data, and AET performs basic electrical tests.
- 1.18. Offload and set the transformer, radiators, and bushings to the yard adjacent to the North Transformer within the temporary safety oil containment berms.
- 1.19. Pre-test bushings before installation.
- 1.20. Perform any initial conduit installation, wiring, and work needed.
- 1.21. Dispose of shipping debris and establish that the area is clean and safe.
- 1.22. Pre-job review to confirm outage, isolation, grounding, and rigging to move the existing transformer safely to the area for disassembly and to be loaded for transportation off-site.
- 1.23. Prepare staging area and work with Crane Service Inc. to position crane to lift the existing transformer when ready.
- 1.24. Isolate relay protection.
- 1.25. Perform phase angle readings.
- 1.26. Remove the North Main breaker and place the board into the tie position.
- 1.27. De-energize the existing transformer.
- 1.28. Install protective grounding.
- 1.29. Complete wiring modifications and conduit installation necessary for re-energization.
- 1.30. Perform electrical testing and maintenance on the North Main Breaker.
- 1.31. Disconnect transformer high- and low-side connections and the power and control wiring.
- 1.32. Supervise the removal of the existing transformer by Sunbelt-Solomon Solutions including, draining the oil and lifting the transformer to an area for disassembly and removal from the site.
- 1.33. Relocate the new transformer from the staging area to the transformer pad.
- 1.34. Install radiators, fans, and bushings to the transformer.
- 1.35. Add make-up oil and filter for particulates utilizing a Cuno Oil Press to bring oil to the proper levels.
- 1.36. Add the correct amount of nitrogen to the transformer.
- 1.37. Perform ANSI-NETA Acceptance Testing of the transformer and tap changer in accordance with Section 7.2.2 A thru D.
- 1.38. Install Engineer's new relay settings and test in accordance with ANSI-NETA specifications.
- 1.39. Perform loop checks on CTs and PTs circuits for metering and protection associated with the transformer.
- 1.40. Compare element settings checks to coordination study provided by Engineer.
- 1.41. Perform functional trip checks with protection associated with the transformer.
- 1.42. Re-connect transformer high- and low-side connections.
- 1.43. Energize transformer and soak in accordance with VT time specifications.
- 1.44. Perform phase angle readings.
- 1.45. Connect the load to the transformer.
- 1.46. Perform initial Doble 8-Part Screen and DGA on transformer and tap changer.
- 1.47. Clean Jobsite to remove berms, construction materials, and debris.
- 1.48. Produce As-Built Drawings
- 1.49. Upon completion, supply a written report of our findings and final test reports.

1.50. Perform second Doble 8-Part Screen and DGA on transformer and tap changer after energization as per VT specifications. (Oil sample to be taken by TORC Electrical staff.)

#### 2. Add Alternate #1

#### 2.1. Transformer Protection Upgrade

(To be performed while onsite mobilized for the North Transformer Replacement project.)

- 2.2. Procure all necessary equipment to upgrade the transformer protection as follows:
  - 2.2.1. (2) New SEL 787 Relays
  - 2.2.2. (4) New Electro-Switch Lock-Out Relays
  - 2.2.3. (6) New ABB FT-1 Circuit Isolation Switches
  - 2.2.4. Fabricated Relay Filler Panel
  - 2.2.5. New SIS Switchgear wire, as needed
  - 2.2.6. New Terminal connectors
  - 2.2.7. Miscellaneous hardware for the installation
  - 2.2.8. Circuit wiring labels
- 2.3. Assemble relay panels, load relay settings, and test at our Boonton, NJ facilities before shipping to TORC.
- 2.4. Onsite at TORC Using the AET prepared drawing package, demo existing relay protection on the new North Transformer, and install new equipment.
- 2.5. Perform point-to-point test compared to new wiring drawings.
- 2.6. Perform functionality of circuit compared to the supplied elementary drawings.
- 2.7. Return first protection upgrade package to service and verify in-service readings are acceptable.
- 2.8. Upon completion, switch the load to the North Transformer immediately without delay and begin performing the same scope of work as above on the South Transformer.
- 2.9. Upon completion, supply a written report of findings, recommendations, and final test results.
- 2.10. Prepare and supply as-built drawings.

#### 3. Notes and Clarifications:

- 3.1. All specifications necessary to provide a complete replacement, turnkey, <u>energized</u> transformer were not provided in RFP# 20-21-12, such as engineering, wiring modifications, system changes, and drawings. AET has included in our proposal the requirements to provide TORC a complete turnkey package ready for energization. We cannot assume responsibility for any unforeseen issues.
- 3.2. This proposal includes labor, travel, materials, test equipment, and tools needed to perform the specified work scope.
- 3.3. This proposal is based on the equipment being ready upon arrival.
- 3.4. Unforeseen project delays due to weather or necessitated TORC shall be invoiced additionally on a time and material basis.
- 3.5. AET will assign the VT warranty which is five (5) years to TORC upon completion of the project (see attached VT specifications).

- 3.6. To maintain the VT factory warranty, a Doble 8-Part Screen and DGA must be prepared by TORC, and information shared with VT annually for 5 years.
- 3.7. This proposal includes testing of equipment one(1) time. Any additional tests required shall be billed additionally in accordance with AET's NY Fee schedule.
- 3.8. Aerial Lifts if required shall be provided by TORC.
- 3.9. The proposal was developed utilizing RFP# 20-21-12.
- 3.10. To complete the project expeditiously, AET will have two site visits totaling approximately (14) twelve-hour days, including weekends.
- 3.11. Any additional work requested or which may be required shall be performed on a time and material basis upon written approval from TORC.
- 3.12. This proposal includes a final report detailing equipment tested and findings.
- 3.13. Transformer delivery time is 30-32 weeks upon receipt of a purchase order.
- 3.14. Net payment terms are 30 days upon completion of the project.
- 3.15. This proposal is valid for 60 days upon receipt of a purchase order.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions, or we can be of any assistance, please do not hesitate to give me a call @ 631-449-1554.

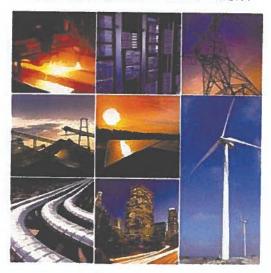
Sincerely,

William R. Fernandez

William R. Fernandez New York Area Manager



VIRGINIA - GEORGIA TRANSFORMER ONE SOURCE-ONE COMMITMENT



American Electrical Testing Co., LLC RFP # 20-12-12 North XFRM

## Proposal #: 0212701B 16 August 2021

#### **Customer Contact Information**

RFP # 20-12-12 North XFRM

American Electrical Testing Co., LLC
Patricia Devita

American Electrical Testing Co., LLC
76 Cain Drive, Brentwood, NY 11717

(631) 617-5330
pdevita@aetco.us

VTC Contact Information

PPU West-Dave Cummins 540-266-2311

Dave\_Cummins@vatransformer.com

220 Glade view Drive, NE Roanoke, 24012 Phone:540-345-9892 Fax:540-342-7694 Www.vatransformer.com







VIRGINIA - GEORGIA TRANSFORMER ONE SOURCE-ONE COMMITMENT

## American Electrical Testing Co., LLC





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### American Electrical Testing Co., LLC

Proposal #: 0212701B



## Virginia Transformer Corporation

This document contains Virginia transformer Corp proprietary information and may not be copied or disclosed to others without written consent form Virginia Transformer Corp.

For over 40 years, innovative technology and a commitment to superior customer service and support have established Virginia Transformer Corp, VTC, as an engineering company leading in manufacturing a variety of Transformers.

VTC designs and manufactures customer power transformers ranging from 300 KVA to 300 MVA, 230 kV class, both liquid filled and dry-type units.

VTC has design and manufacturing facilities in Roanoke, VA; Pocatello, ID and Chihuahua, Mexico and at its affiliate facility, Georgia Transformer, Rincon GA. In addition, VTC has design and procurement capabilities in Delhi, India-establishing a world-wide presence as a supplier of transformer solutions. VTC reserves the right to manufacture the product quoted herein at VTC owned or affiliated plants in North America.



### American Electrical Testing Co., LLC

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## **Commercial Summary**

#### **Base Price**

ltem	Description	Qty	Unit Price (USD)	Extended Price (USD)
1	10000 / 11200 / 13333 / 14933 / 16667 / 18667 kVA 117.8 - 12.47 kV	1		

The Firm price offer is for shipment as per Shipping Information and quote validity date. If shipment is delayed by Customer for any reason; VTC Price Adjustment Policy will apply with base index for below quoted Shipment date and the final index will be that of the month of actual shipment. In any case, the validity of Index Price offer expires 12 months from the date of original proposal.

#### **Tax Certificates Requirement**

Upon acceptance of our proposal, the purchaser is required to submit a sales tax exemption certificate with the Purchase order, otherwise VTC will charge appropriate state taxes based on the destination.

#### Validity of Quote

09/19/2021

## ITEM #1

#### **Optional Pricing**

Particulars	Price (USD/Per Unit)
Impact Recorders Invoiced on Returnable Basis	\$7500 if not returned from 30 days of site
	arrival

For Witness testing, cost for travel, transportation, lodging and meals are not included in the quoted price unless otherwise noted.

#### **Suggested Spare Parts**

Particulars	Price (USD/Per Unit)
FANS	\$1,500
GASKET SET	\$650

## American Electrical Testing Co., LLC





HV BUSHINGS	\$7,000	
LV BUSHINGS	\$2,500	

#### **Shipping Information**

Unit Shipment By	30-32 Weeks A.R.O.
Freight	1 PREPAID & ALLOW
INCO Terms	FOB - FREE ON BOARD (City of T&C, NM)
Proposed Manufacturing Location	POCATELLO

#### **Proposed Payment Terms**

20% with P.O.	
30% upon approval drawing submittal, net 30 days	
50% invoiced at Time of Shipment, Net 30 days.	

#### **Field Service**

Field Service Supervision Only	Included

Please note that the included price for Field Service Offloading with Free and Clear Access is based on following:

- 1. Usage of a Crane rated up to 250-ton, 28-foot radius
- 2. No Jack & Slide Equipment Requirement to place Transformer on the pad If site conditions have access constraints for Offload that require larger than a 250-ton, 28-foot Crane and/ or Jack & Slide equipment, a price adder for the same will be provided.

#### Warranty

60/60 Months Extended Warranty With In/Out	Included
--	----------

#### **Testing**

Routine	Included
Impulse Test on HV & LV	Included
Temperature Rise Test ONAN & ONAF or Test Report of Thermally Duplicate Design	Included
Power Factor	Included
Zero Sequence Impedance Test	Included

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Dissolved Gas Analysis	Included	
SFRA	Included	

## **Drawings**

Drawings will be supplied seven to eight (7-8) weeks ARO following receipt of technical and commercially cleared purchase order. Customer approvals of drawings are required one week from date of submittal unless otherwise agreed to in writing by VTC.

## American Electrical Testing Co., LLC

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## **Technical Summary**

This proposal is Virginia Transformer's complete understanding of the specification requirements provided, and is the basis for acceptance of any resulting orders.

## **ITEM #1**

**Transformer Ratings** 

ITEM :1			QUANTITY #1		
kVA	10000 / 11200 / 13333 / 14933 / 16667 / 18667	Application	POWER DIST.		
Cooling Class	ONAN/ONAF/ONAF	Winding Temp Rise (Avg)	55/65C		
# Phases	3	Dielectric Fluid	TYPE II MINERAL		
Frequency (Hertz)	60	Winding Material	COPPER		
HV Rating(V)	117800 DELTA	LV Rating(V)	12470 Y/7200		
HV BIL(kV)	550	LV BiL(kV)	110		
HV Taps	2 FCAN,2 FCBN @2.5 %	Nom. Impedance	9.50 % +/- 7.50 % @ 10000 kVA		
HV Bushing Mtng	Segment III, Cover Mounted	LV Bushing Mtng	Segment I, Cover Mounted		
HV Terminal Chamber	N/A	LV Terminal Chamber	N/A		
Coil Type	CIRCULAR	Paint Color / Type	70 / III URETHANE OVER EPOXY		
Losses	Guaranteed				
No Load Losses	10.50 kW at 100% volts	Load Losses	53.00 kW @ 10000 kVA		

#### **Tank Features**

De-energized Manual No Load Tap Changer	
Diagrammatic Name Plate	
Gasketed Manhole in Cover	
Panel Type Radiators	1970 - P. 1984 P. 1984 - A.
Two Stainless Steel Ground Pads welded to Base on Diagonally Op	oposite Corners

## American Electrical Testing Co., LLC

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Welded Top Cover
Nitrogen System with Regulator

#### Radiators

Hot Dipped Galvanized & Unpainted	Demount
not Dipped Galvanized & Unpainted	Demount

VTC standard radiators are Hot Dipped Galvanized and Unpainted which do not require painting. These radiators are suitable for all climatic conditions that include chemical, petrochemical and marine conditions. Unless specified differently below, these standard, galvanized radiators will be provided.

#### **Standard Gauges and Accessories**

Gauges Details	Make	
Liquid Level Gauge W/Contact	VTC CHOICE	
Liquid Temp Gauge W/Contact	VTC CHOICE	
Pressure Relay Device W/Bleeder	VTC CHOICE	
Pressure Vaccum Gauge W/Bleeder	VTC CHOICE	
Simulated Winding Temp Gauge W/Contact	VTC CHOICE	
Sudden Pressure Relay W/Contact	VTC CHOICE	

#### **Bushings**

Bushing	kV BIL	Location	Quantity / Phases	Make
HV	550	Segment III	1	VTC CHOICE
LV	110	Segment I	1	VTC CHOICE

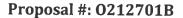
#### **Current Transformers**

Location	Quantity / Phases	CT Ratio	Single Ratio / Multiple Ratio	Class / Accuracy
HV	2	600:5	MR	C800
LV	2	1200:5	MR	C800
LV Neutral	1	600:5	MR	C800

#### **Lightning Arrestors**

Location	Туре	kV Class		Manufacturer
HV	SC	90	74	VTC CHOICE
LV	SC	10	8.4	VTC CHOICE

## American Electrical Testing Co., LLC





#### **LOAD TAP CHANGER**

Location	On LV Winding
Make	ABB

**NOTE:** The actual voltages at various taps of the LTC shall correspond to the nearest turn in accordance with IEEE Std C57.12.00 2010 clause 9.1. This can lead to different step voltage between steps.

#### **Included Spare Parts**

Item	
N/A	N/A

#### **Ambient Conditions**

Ambient Temperature(°C)	Min34 / Av. 30 / Max. 43
Noise	Standard NEMA TR-1
Seismic Zone	LOW
Altitude (Feet)	< 6600

## **Shipping and Handling Details**

Dimension	<b>Overall Dimensions (Inches)</b>	Shipping Dimensions (Inches)
Width	210	210
Depth	183	127
Height	184	145

Overall & Shipping Estimated Weights:		
Weight of the Unit (Lbs)	Shipping Weight (Lbs)	
101,000	93,337	

## Parts Shipped Separately:

Fans and Mounting

**HV Bushings** 

Radiator Oil

Radiators

Assembly of any ship separate parts is not in VTC scope unless, VTC field service assembly option is purchased or included in the base price.

## American Electrical Testing Co., LLC

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## **Clarifications/Deviations to Specifications and Technical Notes**

- 1. We have quoted our offer as per ANSI standards.
- 2. Values of Test like Induced Voltage, SFRA, Corona and Partial Discharge shall be as applicable in ANSI standard.
- 3. Please note Dynamic Short Circuit test is not considered in our proposal. However, if required test reports for Similar/higher rating can be submitted at the event of order.

### American Electrical Testing Co., LLC

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#### **General Terms and Conditions of Sale**

Virginia Transformer Corp, hereinafter referred to as Seller, hereby offers to supply the items and/or services identified in the quotation, proposal, or acknowledgment expressly conditional upon the Buyer's acceptance of the following terms. Seller, by its commencement of performance, shall not prejudice its rights to enforcement of these conditions. Any confirmatory action by the Buyer hereunder, or any acceptance of such equipment or services, installation, energization, or utilization shall constitute assent to said terms or conditions. Stenographic and clerical errors on this quotation, proposal, or acknowledgment are subject to correction.

- 1. <u>ACCEPTANCE OF ORDER</u>: None of Buyer's Terms and Conditions contained in the Purchase Order shall alter Seller's Terms and Conditions in any respect and shall not apply to this transaction unless specifically agreed to in writing on the face of Seller's sales contract form.
- 2. **EXPIRATION OF OFFER**: All offers of sale by Seller are valid for thirty (30) days from the date of the offer based on product delivery within 6 months unless otherwise specifically stated in the Seller's offer or as otherwise may be expressly agreed to in writing by the Seller. All such offers of Seller are subject to change without notice after this period unless earlier withdrawn by the Seller.
- 3. <u>MINIMUM ORDER VALUE</u>: The minimum acceptable value of any order is \$500.00. Buyer's accumulation of a number of items into one purchase is authorized to reach the minimum order value.
- 4. F.O.B. POINT AND SHIPMENTS: Title to the goods and risk of loss shall pass to Buyer at the FOB point. All supplies and services are sold FOB origin and the point of origin shall be that of Seller's factories or locations identified in its proposal or sales contract form unless as otherwise specifically agreed to in writing on the face of Seller's sales contract. Seller assumes no responsibility for delay, breakage, damage, or loss after delivery to the carrier as evidenced by Din good order receipts from the carrier. All claims for loss, damage and delay in transit are to be handled by Buyer directly with the carrier. Seller shall select method of transportation and route on behalf of Buyer unless Buyer specifies the method and route and is to pay freight costs in addition to price. Seller reserves the right to make partial shipments at its discretion. Claims for shortages or incorrect items must be made in writing to Seller within seven days after receipt of shipment. Failure togive such notice shall constitute an unqualified acceptance of equipment and waiver by Buyer of all claims for such shortages or incorrect items.

When terms are F.O.B. destination or freight allowed to destination, "destination" means common carrier delivery point nearest the destination (within the continental United States,

## American Electrical Testing Co., LLC

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excluding Alaska, Hawaii, Puerto Rico, etc.). When terms are F.O.B. job site or pad, Buyer guarantees all access roads are suitable for normal un-impeded access to site with free and clear access to area directly adjacent to the placement point of the unit with no physical obstructions and clear of stored materials.

Shipping schedules and delivery arrangements are made in best effort and good faith. Seller cannot, however, accept liability for penalty or damages resulting from shipping delays caused by Force Majeure including but not limited to strikes, fires, truck availability or any other cause beyond VTC's control. Ship Separate Parts may not arrive concurrently with the transformer and some assembly may be required. Shipment may be made earlier after due notice to Buyer.

- 5. <u>BUYER'S OBLIGATION OF ASSISTANCE</u>: Except to the extent Seller has otherwise assumed such responsibility for itself under express provisions of the attachment hereto entitled "Proposal", Buyer shall:
- a) place at Seller's disposal all information necessary for performance of the work including any plans, plant layout, wiring instructions and operational information that may reasonably be expected to affect the performance of the work. This includes to the extent reasonable previous studies or reports and other data relative to the design, installation, and selection of equipment for the work to be performed by Seller.
- b) guarantee access to and to make all reasonable provisions for Seller to enter on its property and other public and private lands as is required for performance of the work including safe storage of equipment, materials and tools during the process of any such off-site work.
- c) agree to cooperate in all reasonable ways necessary to Seller's performance of the work.
- d) covenant that it has disclosed fully and accurately to Seller all general and local conditions which can affect performance of the work prescribed hereunder or the price thereof. Buyer acknowledges that Seller is entitled to rely oninformation furnished by Buyer in developing its specifications, equipment selection, price, and other terms of this order.
- 6. PAYMENT TERMS: Terms are 20% with the initial order, 30% upon Drawing approval, net 30 days, and 50% at shipment, net 30 days, calculated from the date of invoice if credit arrangements have been approved in advance by Seller and these terms are included on the Seller's sales contract form. Otherwise, payment is required before shipment or delivery in a form and arrangement acceptable to Seller. In addition to any other rights or remedies available to seller, failure to pay the amount(s) due within the time specified will result in a late charge of one and one half (1-1/2%) percent per month to Buyer's account until final payment. Payments shall not be contingent on end-user payment to Buyer and Seller reserves the right to refuse to fulfill any and all obligations (including field service and voiding of warranty) if payment is not received as due.

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. If Seller consents to delay shipments after completion of any product, the goods may be placed in storage by Seller for Buyer's account

## American Electrical Testing Co., LLC

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and risk, and Buyer shall pay all charges for storage, trucking and other incidental expenses incurred by Seller.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment. If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency; or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws; Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

Any delay in payment as due, will impact all deliverables from Seller including the achievement of deliverables through the guaranteed delivery date. Any delay in payment will be the basis for the order to be held and any applicable liquidated damages in favor of Buyer shall be deemed waived.

- 7. **CHARGEBACKS, SET-OFF, OFFSETS OR WITHHOLDING:** Seller will not accept any back charges, set-off, offsets, or withholding for material or services without the prior written consent of Seller.
- 8. <u>DELIVERY</u>: The prices quoted are for the shipment dates provided on the Seller's sales contract form or proposal. While the Seller shall have no obligation to comply with unilateral directives to change schedules or temporarily cease work, Seller may accommodate Buyer's reasonable written requests for acceleration or deceleration made at least ninety/sixty (90/60) days respectively prior to scheduled delivery. Such changes may or may not be accepted by Seller at its sole discretion. In the event Seller accepts such changes, Seller shall be under no obligation to comply therewith until a price adjustment acceptable to Seller is negotiated between the parties and evidenced by an amendment to the order. Any agreement to delay delivery shall not exceed 6 months from original acknowledgement ship date; goods not released for shipment within such revised time frame shall be automatically deemed canceled and subject to Seller's Cancellation terms listed below.
- 9. **EXPORT REGULATIONS:** Buyer acknowledges that if the items purchased hereunder are to be exported, they are subject to the U.S. Commerce and/or State Department Export Regulations. Buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission unless otherwise agreed that Seller is to be exporter of record.

## American Electrical Testing Co., LLC

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- 10. CANCELLATION & TERMINATION: In the event of cancellation of this order for breach of the provisions hereof by Buyer, Seller shall have no further liability to Buyer and Seller shall not be liable for any costs of cancellation, special,incidental or consequential damages (including punitive or exemplary damages) for any cause or of any nature whatsoever and such cancellation shall be in addition to any other rights and remedies of Seller under this order or at law. Further, Seller reserves the right to cancel this order or any portion thereof without liability if Buyer fails to make payment as due or if Buyer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or if action under any law for the relief of debtors is taken. All cancellations or terminations shall be subject to the following cancellation charges:
  - 1. 10 % of order amount after order entry by Seller; Additional
  - 2. 20 % of order amount after outline drawing completion / submission;
  - 3. If manufacturing has begun, charges will be based upon percent completion plus 30 % for engineering and order entry
- 11. PATENT INFRINGEMENT: To the extent that the items ordered are manufactured to designs, drawings, specifications, or instructions furnished by Buyer, Buyer guarantees that the manufacture and sale or use of such items will not infringe upon any U.S. or foreign patents. Buyer further agrees to indemnify and hold harmless the Seller from any expense, loss, cost, damage or liability of any kind which may be incurred because of any such infringement or alleged infringement of patent rights with respect to such items and to defend, at its own cost and expense, any action or claim in which such infringement is alleged. Buyer shall promptly notify Seller of any such action and shall provide Seller an opportunity, at Seller's option, to participate in any defense of such action or claim at Seller's own expense.

Seller shall hold Buyer harmless from costs actually incurred arising directly from the defense of any suit for infringement of any domestic or foreign patent by a Seller-manufactured item, provided Seller shall be given timely written notice of such suit and the option to replace the same, obtain a license, make other arrangements to avoid litigation or to defend the suit. No indemnification is offered or applicable for alleged infringement arising from the use of Seller's items in combination with other items supplied by Buyer or from compliance with drawings, specifications or instructions furnished by Buyer as described in the paragraph above. Further, no indemnification by Seller applies if this order is accepted under a U.S. government contract containing an Authorization and Consent Clause applicable hereto as prescribed by federal procurement laws and regulations.

12. <u>DISCLOSURE OF INFORMATION / PROPERTY OF SELLER</u>: Any information, suggestions or ideas transmitted by either Buyer or Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized representative of the disclosing party. Neither party shall use or disclose such property to any third party or any one not having a need to know, including employees, without the prior written consent from the disclosing party. Title to all tools, test equipment and facilities not furnished by Buyer or specifically paid for by Buyer as a separate

## American Electrical Testing Co., LLC

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line item under any order, shall remain with Seller. Further, Seller does not agree to submit to Buyer as a result of the Consideration paid under this order, any information, technical data or drawings which are proprietary to Seller; nor does Seller agree to grant to Buyer any patent rights, title or license without Seller's expressed prior written consent.

13. <u>TAXES</u>: The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, value added, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, value added, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services if a Sales Tax exemption form is not received by Seller from Buyer.

#### 14. **EQUIPMENT WARRANTIES AND REMEDY:**

(A) For the period set forth below in this paragraph, Seller warrants that each newly manufactured item sold hereunder and such portion of a repaired/refurbished item as has been repaired or replaced by Seller under this warranty, shall be free from defects in material, workmanship or title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Seller's attention during the warranty period and be substantiated by examination at Seller's factory or by authorized field personnel, then (i) Seller shall correct such failure by, at Seller's exclusive option, repair or replacement of the nonconforming item or portion thereof with Buyer promptly making product available to be worked by Seller's personnel or agents without interference with no additional cost to the Seller; or (ii) Buyer making available product F.O.B. Seller's plant with Seller's written return authorization, at Seller's exclusive option, for repair or replacement of the nonconforming item or portion thereof. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall the Seller be liable for any costs or expenses in excess of those described in this paragraph and expressly excluding any liability or damages for special, incidental or consequential damages.

The warranty period for newly manufactured items shall extend 12 months from the date of first energization or 18 months from the date of shipment whichever occurs first or unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Seller is found to have been subject to:

- a) mishandling, misuse, negligence, or accident.
- b) storage, installation, operation, or maintenance that either was not in accordance with Seller's specifications and instructions or otherwise improper.
- c) tampering as evidenced for example by broken seals, damaged packaging containers, etc.

## American Electrical Testing Co., LLC

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- d) testing of equipment above normally accepted field tests.
- e) repair or alteration by anyone other than Seller without Seller's express advance written approval.
- f) payment(s) not received per terms of sale.

Failure to promptly notify Seller in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. Buyer shall describe any such non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller. No back charges shall be accepted without the prior written consent of Seller's authorized representative. Where a failure cannot be corrected by Seller's reasonable efforts, the parties shall mutually agree upon an equitable adjustment in price. The preceding sets forth the exclusive remedies for claims (except as to title) based on defect contract or tort (including negligence) and however instituted. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(B)<u>SELLER'S INSTALLATION WARRANTY</u>: Seller warrants that all work hereunder shall be performed in accordance with the standards employed by Seller in performing the same or similar services for itself. Seller disclaims any and all other representations or warranties expressed or implied including without limitation any representation or warranty that a) any unauthorized entry, burglary, theft, embezzlement or any other crimes will be prevented by the equipment and/or installation thereof or that b) any particular purpose or standard of care intended or desired or any particular results to be achieved by Buyer through the installation and operation of the items to be delivered hereunder. Seller's installation services and installation warranty does not include or imply any assistance for system field troubleshooting and no back charges for such services shall be accepted without the prior written consent of Seller's authorized representative.

(C)<u>EXTENDED WARRANTY PERIOD OPTION FOR CORE AND COIL</u>: When purchased, the warranty period may be extended by the period specified in such purchase covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty period coverage. The annual DGA's should be emailed to:FieldService@vatransformer.com.

#### (D) EXTENDED BUMPER TO BUMPER WARRANTY PERIOD OPTION:

When Purchased, the warranty for the extended period specified will cover the entire Transformer including core and coils and all associated transformer accessories against failure occurring with respect to normal operation and within the parameters for which the

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transformer was designed. Bumper to Bumper Warranty does not cover normal wear and tear including paint and gaskets beyond five years. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty coverage. The annual DGA's should be emailed to: <a href="mailto:FieldService@vatransformer.com">FieldService@vatransformer.com</a>.

(E)<u>IN/OUT COVERAGE OPTION</u>: When purchased, Seller will cover only the expenses to transport the transformer to a repair facility and back to site for warranty failures occurring within the period defined. Buyer will make transformer ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by Carrier. Craning, civil work, disconnection, and reconnection of the transformer, etc. is the responsibility of the Buyer.

- 15. **CONFIGURATION STATUS AND SUBSTITUTION OF MATERIALS**: Seller reserves the right to make substitution of materials without degrading the quality of product. Customer approval will be solicited when changes affect form, fit or function. Seller further reserves the right to discontinue any items without notice and to change or modify specifications at any time without incurring any obligation to incorporate new or modified features in components or products previously sold or shipped.
- 16. <u>LIMITATION OF LIABILITY</u>: Neither party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability), warranty, indemnity, or otherwise. Neither party's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof shall exceed the price of such goods involved in the order.
- 17. HAZARDOUS BUSINESS: Unless otherwise agreed in writing by an authorized representative of the Seller, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as commercial or military aircraft, missile installation, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. If so used, Seller disclaims all liability for any nuclear damage contamination or other injury and Buyer shall indemnify and hold Seller harmless from such liability whether as a result of breach of contract, warranty, tort (including negligence) or other grounds. Neither Seller nor its suppliers shall have any liability to the Buyer or its insurers whether based on contract warranty, tort (including negligence) or other grounds for on-site damage to any property located at a nuclear facility.
- 18. <u>COMPLIANCE WITH LAW</u>: Buyer shall comply with all applicable Federal, State and local laws including but not limited to: laws concerning procurement integrity (particularly subsections 27(a), (d) and (f) of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §423 and FAR 3.104-3; the Byrd Amendment (31 U.S.C. §1352); laws governing lobbying

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activities (2 U.S.C. §261 et seq., particularly § 267); laws prohibiting the giving of bribes (18 U.S.C. §201(b) or gratuities (18 U.S.C. §201 (c); the Foreign Corrupt Practices Act of 1977, as amended, (15 U.S.C. §78m, 78dd-1, 78dd-2, and 78ff). Buyer acknowledges that if items purchased are to be exported, Buyer has the complete responsibility and agrees to comply with all export laws and regulations of the U.S. Department of Commerce and of the U.S. State Department, or other governmental body.

Seller hereby certifies that all goods sold hereunder which are produced or manufactured in the United States of America are products in compliance with the Fair Labor Standards Act of 1938 which shall be considered as satisfied by this certification.

- 19. **INSURANCE**: Buyer shall maintain its usual and customary insurance coverage for automobile, workmen's compensation and third-party liability claims during performance of this order and, if requested by Seller, name Seller an insured under its third-party liability coverage.
- 20. **NON-WAIVER**: The failure of Seller to enforce at any time any of the provisions of this order shall not constitute a waiver of such provisions or a waiver of the right of Seller to enforce any or all provisions. If any term or provisions of this order is held invalid or unenforceable by any court of competent jurisdiction, the remainder of this order shall continue to be valid and binding upon the parties unless performance thereof is rendered legally impractical and no longer fulfills the intention of the parties under this order.
- 21. APPLICABLE LAW AND FORUM FOR RESOLUTION OF DISPUTES: This contract shall be deemed to have been made and performed in, and shall be construed, interpreted and the rights and obligations of the parties determined by the law of the Commonwealth of Virginia excluding choice of law rules. Any action, controversy or claim arising out of or related to this contract, or any breach thereof, shall be settled by arbitration administrated by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Roanoke, Va. In case of non- performance by Buyer requiring legal action, Seller's costs and reasonable attorney's fees of action shall be the responsibility of the Buyer.
- 22. **PRICE VARIATION**: This agreement is on the basis of present commodity prices and are firm and fixed throughout the completion of the order and schedule proposed. Seller reserves the right to adjust prices based on commodity price increases only for alterations or changes made by the Buyer which cause a delay beyond the proposed schedule.
- 23. <u>ASSIGNMENT</u>: Except as otherwise expressly provided herein, no assignment of this order or Buyer's rights under this order shall be made by Buyer without the prior written agreement of the Seller.

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- 24. FORCE MAJEURE: In addition to other liability limitation herein contained Seller shall not be responsible to the Buyer for any loss or damage due to failure or delay in performance or delivery of any of the items or services required under this order when such delay or failure is due to causes beyond the Seller's reasonable control. Such causes shall include without limitation fires, floods, epidemics, pandemics, quarantines, unusually severe weather, strikes, embargoes, wars, political strife, riots, delays in transportation, compliance with any regulation or directives of any national, state or local municipal government or authority and unforeseeable shortages in fuel, power, materials or labor. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to an inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Buyer of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shallbe extended for a period equal to the time lost by reason of the delay.
- 25. ORDER TERMS EXCLUSIVE: These Terms and conditions together with Seller's Proposal and Order Acknowledgement, constitute the entire and sole agreement between the parties concerning the subject matter of this order and the parties acknowledge and agree that none of them has made any representation with respect to the subject matter of this order or any representations including the execution and delivery hereof except as specifically set forth herein. Captions as used herein are for convenience or reference only and shall not be deemed or construed as in any way limiting or extending the meaning of any terms and conditions contained herein.
- 26. **MODIFICATION**: This order may not be modified except by written instrument executed by the following authorized representatives: Director of Contracts, Director of Finance, Senior VP of Materials / MIS, Corporate Controller, President, and CEO.
- 27. <u>SECTION TITLES:</u> Section titles appearing in the General Terms and Conditions of Sale are for convenience only and shall not be construed as interpretations of text.
- 28. <u>APPENDICIES</u>: Any appendix or other terms and conditions of the Seller as may be attached hereto and/or identified herewith are hereby incorporated and made a part of these terms and conditions. All orders or contracts shall be subject to such additional terms and conditions which shall control over any inconsistency with the terms and conditions stated herein.

# Virginia Transformer Corp. Summary of Clarifications to the Terms and Conditions to be negotiated and discussed Customer- City of Truth or Consequences

Item	Article/Section	
1		<ul> <li>4. TERMINATION:         <ul> <li>Termination for Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY OF TRUTH OR CONSEQUENCES may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to provide a remediation plan within correct the cause within five (5) working days of date of written notice to cure the default within an agreed upon time. CITY OF TRUTH OR CONSEQUENCESshall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.</li> </ul> </li> <li>Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City of Truth or Consequences upon written notice delivered to the CONTRACTOR at least Thirty (30) DAYS prior to the intended date of termination. All cancellations or terminations for convenience shall be subject to the following cancellation charges:         <ul> <li>10 % of order amount after order entry by CONTRACTOR.</li> <li>Additional 20 % of order amount after outline drawing completion / submission.</li> <li>If manufacturing has begun, charges will be based upon percent completion plus 30 % for engineering and order entry</li> </ul> </li> </ul>
2		LIMITATION OF LIABILITY & CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability), warranty, indemnity, or otherwise. Neither party's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof shall exceed the price of such goods involved in the order.

## Reference List

2/16/20 MVA 115 KV / 13.8 KV 2/22.4 MVA 115 KV / 12470 KV 160 MVA 230 KV / 115 KV	Vancouver, WA Gunnison CO Parump NV
2/22.4 MVA 115 KV / 12470 KV	Gunnison CO
160 MVA 230 KV / 115 KV	
12/16/20 MVA 60 KV / 12 KV	Lathrop CA
5/20/25 MVA 115 KV / 12470 KV	Richland, WA
15/20/25 MVA 115 KV / 12470	Aberdeen WA
7/9.35 MVA 69 KV / 24900	Lakeside AZ

## User List - 69 kV & above for Utilities only

Job#	Bill-to S		Ship Date	Application	Base KVA	High Voltage
HB007A	TX	BLUEBONNET ELECTRIC COOP., INC		POWER DIST.	18000	13800
HB017A	ID	IDAHO POWER COMPANY		LOAD TAP CHANGER	10000	6900
HB017B	ID	IDAHO POWER COMPANY		LOAD TAP CHANGER	10000	6900
HB019A	ID	IDAHO POWER COMPANY		LOAD TAP CHANGER	10000	6900
HB042A HB028A	TN	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	13800
D490A	NC	DUCK RIVER ELECTRIC MEMBERSHIP		LOAD TAP CHANGER	25000	16170
GA375B	MO	DUKE ENERGY CAROLINAS, LLC LIBERTY UTILITIES		POWER DIST.	8400	6900
GA375A	МО	LIBERTY UTILITIES		LOAD TAP CHANGER	33000	11500
HA992A	OR	PACIFICORP		LOAD TAP CHANGER	33000	11500
HA993A	OR	PACIFICORP		LOAD TAP CHANGER LOAD TAP CHANGER	20000	13800
D460A	IL	JO-CARROLL ELECTRIC		POWER DIST.	20000	13800
D460B	IL	JO-CARROLL ELECTRIC		POWER DIST.	10000	6900
HB043A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	12000 30000	6900
HB041A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	13800
D467A	МО	LIBERTY UTILITIES		LOAD TAP CHANGER	7500	13800 6900
GA364A	CA	LIBERTY UTILITIES - CA		AUTOTRANSFORMER	45000	120000 Y/6928
HB002A	CA	LIBERTY UTILITIES - CA		AUTOTRANSFORMER	0	120000 Y/6928
HB039A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	13800
HB040A	TX	TEXAS-NEW MEXICO POWER CO	3/26/2021	LOAD TAP CHANGER	30000	13800
D507B	CA	EDISON MATERIAL SUPPLY LLC.		POWER DIST.	8400	6900
D461A	SD	EAST RIVER ELECT PWR COOP	3/15/2021	POWER DIST.	8400	6900
D424C	IA	MIDAMERICAN ENERGY	3/8/2021	POWER DIST.	5000	6900
D507A	CA	EDISON MATERIAL SUPPLY LLC.	3/8/2021	POWER DIST.	8400	6900
HA991A	AL	ARAB ELECTRIC COOPERATIVE, INC	3/5/2021	POWER DIST.	30000	161700
D435C	FL	CITY OF OCALA	3/1/2021	LOAD TAP CHANGER	25000	67000
HB020A	TX	BLUEBONNET ELECTRIC COOP., INC	2/26/2021	POWER DIST.	18000	138000
HB038A	TX	TEXAS-NEW MEXICO POWER CO	2/26/2021	LOAD TAP CHANGER	30000	138000
D458A	KY	BIG RIVERS ELECTRIC CORPORATIO	2/22/2021	POWER DIST.	10000	69000 Y/3983
HB016A	ID	IDAHO POWER COMPANY	2/19/2021	LOAD TAP CHANGER	10000	69000
HB037A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
D435B	FL	CITY OF OCALA		LOAD TAP CHANGER	25000	67000
HB036A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
D494A	KS OH	FREESTATE ELECTRIC COOPERATIVE		POWER DIST.	12000	115000
D450B HB035A	TX	CITY OF WESTERVILLE, OH		POWER DIST.	18000	67000
D477B	TN	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
D496A	WI	MOUNTAIN ELEC. COOP BRODHEAD WATER & LIGHT		POWER DIST.	15000	69000
HB034A	TX	TEXAS-NEW MEXICO POWER CO		POWER DIST.  LOAD TAP CHANGER	10000	69000
HB018A	ID	IDAHO POWER COMPANY		LOAD TAP CHANGER	30000	138000
D459B	VA	CITY OF DANVILLE - PURCH. DEPT		POWER DIST.	15000	69000
HB029A	UT	CITY OF ST. GEORGE		POWER DIST.	15000	67000
D390C	FL	CITY OF LEESBURG		LOAD TAP CHANGER	18000	67000
D481C	TX	BROWNSVILLE PUBLIC UTL.		POWER DIST.	15000	67000
GA368C	FL	CITY OF OCALA		LOAD TAP CHANGER	25000	138000
HB022A	MN	HUTCHINSON UTILITIES COMMISSIO		LOAD TAP CHANGER	25000	69000
HB023A	AL	MUSCLE SHOALS ELECTRIC BOARD		POWER DIST.	30000	161000
D477A	TN	MOUNTAIN ELEC. COOP		POWER DIST.	15000	69000
D390B	FL	CITY OF LEESBURG		LOAD TAP CHANGER	18000	67000
D481B	TX	BROWNSVILLE PUBLIC UTL.	1/11/2021	POWER DIST.	15000	138000
GA368B	FL	CITY OF OCALA	1/11/2021	LOAD TAP CHANGER	25000	67000
HB025A	ок	CITY OF EDMOND		LOAD TAP CHANGER	15000	138000
HB030A	WA	CITY OF RICHLAND	1/8/2021	LOAD TAP CHANGER	15000	115000 Y/66395
D470A	MN	LAKE REGION ELECTRIC CO-OP		POWER DIST.	10000	115000
D459A	VA	CITY OF DANVILLE - PURCH. DEPT		POWER DIST.	15000	67000
D495A	WI	WATERLOO WATER & LIGHT	12/31/2020		12000	138000
GA363A	NY	MASSENA ELECTRIC DEPT.		LOAD TAP CHANGER	27000	110000
D474A	OH	FRONTIER POWER CO	12/21/2020		5000	69000
D481A	TX	BROWNSVILLE PUBLIC UTL.	12/21/2020		15000	138000
3A372A	VA	DOMINION (VA ELEC & POWER CO)		OAD TAP CHANGER	20000	115000
D453A	NC	DUKE ENERGY CAROLINAS, LLC	12/14/2020		8400	69000
D450A HB006A	OH	CITY OF WESTERVILLE, OH	12/14/2020		18000	67000
1B006A 1B024A	NM TX	FARMERS ELECTRIC COOPERATIVE	12/11/2020		12000	115000 X 69000
1B024A 1B011A		PACIFIC GAS & ELECTRIC  PACIFIC GAS & ELECTRIC	12/11/2020		18000	138000
0483A	MN			OAD TAP CHANGER	12000	60000 Y/34641
1A978A		SOUTH CENTRAL ELEC ASSOC (MN) PACIFICORP		POWER DIST.	7500	69000
1B005A		PACIFICORP		OAD TAP CHANGER	45000	230000
1A989B		NEW BRAUNFELS UTILITIES		OAD TAP CHANGER	15000	67000
	1.0	THE STORY OF THE S	1 11/42/2020	OAD TAP CHANGER	20000	138000

HB013A	TX	CITY OF COLLEGE STATION	11/25/2020 POWER DIST.	25000	1340
D462A	MO	CITIZENS ELECTRIC CORP	11/23/2020 POWER DIST.	10000	670
HA982A	AZ	CITY OF MESA	11/20/2020 LOAD TAP CHANGER	15000	690
HA989A	TX	NEW BRAUNFELS UTILITIES	11/20/2020 LOAD TAP CHANGER	20000	1380
D407B	IA	CONSUMERS ENERGY	11/16/2020 POWER DIST.	12000	1400
HB009A D407A	OR	PACIFICORP	11/13/2020 POWER DIST.	15000	2300
GA359A	IA FL	CONSUMERS ENERGY	11/9/2020 POWER DIST.	12000	1400
HB012A	ND	FLORIDA POWER & LIGHT CO	11/9/2020 LOAD TAP CHANGER	24000	1380
	_	MOUNTRAIL-WILLIAMS ELECTRIC	11/6/2020 POWER DIST.	15000	1150
D447A	TX	TEXAS ELECTRIC COOPERATIVES	11/2/2020 POWER DIST.	12000	1380
HA999A	OR	PACIFICORP	10/30/2020 GENERATOR STEP UP	18000	124500 Y/718
WM937A	ND	MDU RESOURCES GROUP INC.	10/23/2020 POWER DIST.	2000	690
D420A	TX	DEAF SMITH ELEC COOP INC	10/19/2020 POWER DIST.	12000	1150
HA994A	CA	SILICON VALLEY POWER	10/16/2020 LOAD TAP CHANGER	30000	60000 Y/346
D429A	WY	POWDER RIVER ELECTRIC	10/12/2020 POWER DIST.	7500	690
D431A	TN	FISHER & ARNOLD, INC.	10/12/2020 POWER DIST.	15000	690
D440A	MN	MINNESOTA VALLEY COOPERATIVE	10/12/2020 POWER DIST.	10000	690
D430A	MN	STEARNS ELECTRIC ASSOCIATION	10/9/2020 POWER DIST.	10000	1150
D439A	SC	AIKEN ELECTRIC COOPERATIVE, IN	10/9/2020 POWER DIST.	20000	1150
HA939A	ND	MCKENZIE ELECTRIC COOP	10/9/2020 POWER DIST.	15000	
HB004A	TX	TEXAS-NEW MEXICO POWER CO	10/9/2020 POWER DIST.	15000	1150
WM875A	ME	EMERA MAINE	10/9/2020 POWER DIST.	10000	1380
HA952A	TX	TEXAS-NEW MEXICO POWER CO	10/6/2020 LOAD TAP CHANGER	15000	690
HA953A	TX	TEXAS-NEW MEXICO POWER CO	10/6/2020 LOAD TAP CHANGER	$\overline{}$	1380
HA948A	TX	TEXAS-NEW MEXICO POWER CO	10/2/2020 LOAD TAP CHANGER	15000	1380
HA949A	TX	TEXAS-NEW MEXICO POWER CO	10/2/2020 LOAD TAP CHANGER	15000	138000 X 690
1A986A	TX	TEXAS-NEW MEXICO POWER CO		15000	138000 X 690
HA981A	KS	CITY OF MOUNDRIDGE	10/2/2020 LOAD TAP CHANGER 10/2/2020 LOAD TAP CHANGER	15000	138000 X 690
1A977A	CA	LIBERTY UTILITIES - CA		11000	1150
1A974A	со	WESTERN UNITED ELECTRIC SUPPLY	10/1/2020 LOAD TAP CHANGER		120000 Y/69282 X 60000 Y/346
0427A	IN	TIPMONT RURAL ELECTRIC	10/1/2020 LOAD TAP CHANGER	12000	690
	ND		9/28/2020 POWER DIST.	10000	670
	FL	MOUNTRAIL-WILLIAMS ELECTRIC	9/28/2020 POWER DIST.	15000	1150
	FL	CITY OF OCALA	9/24/2020 LOAD TAP CHANGER	25000	6700
	_	CITY OF OCALA	9/24/2020 LOAD TAP CHANGER	25000	6700
	KS	CITY OF ANTHONY, KS	9/24/2020 LOAD TAP CHANGER	11000	13800
	ОН	HANCOCK-WOOD ELECTRIC CO-OP	9/21/2020 POWER DIST.	12000	6900
$\overline{}$	IA	MIDAMERICAN ENERGY	9/21/2020 POWER DIST.	5000	6900
$\overline{}$	TX	TEXAS-NEW MEXICO POWER CO	9/21/2020 LOAD TAP CHANGER	30000	13800
$\overline{}$	MN	FAIRFAX MUNICIPAL UTILITIES-MN	9/21/2020 LOAD TAP CHANGER	3750	6900
	NM	LEA COUNTY ELECTRIC CO-OP INC.	9/18/2020 LOAD TAP CHANGER	15000	6700
$\overline{}$	FL	CITY OF LEESBURG	9/18/2020 LOAD TAP CHANGER	18000	6700
$\rightarrow$	TX	LYNTEGAR ELECTRIC COOP	9/14/2020 POWER DIST.	10000	11500
	LA	JEFFERSON DAVIS ELECTRIC COOP	9/14/2020 POWER DIST.	10000	6700
IA930A	AZ	CLAY COUNTY ELECTRIC COOP.CORP	9/14/2020 POWER DIST.	18000	16100
A973A	WA	BENTON PUD	9/11/2020 LOAD TAP CHANGER	15000	11500
366B	MD	SMECO	9/8/2020 POWER DIST.	20000	6700
382A	ОН	BUCKEYE RURAL ELECTRIC COOPERA	9/8/2020 POWER DIST.	10000	
424A	IA	MIDAMERICAN ENERGY	9/8/2020 POWER DIST.	5000	69000 X 3450
VM874A	ND	BURKE-DIVIDE ELECTRIC COOP	9/4/2020 POWER DIST.		
	KS	WESTAR ENERGY	9/4/2020 POWER DIST.	5000	6000
	OR	PACIFICORP		3000	6900
	SD	EAST RIVER ELECT PWR COOP	9/1/2020 LOAD TAP CHANGER 8/31/2020 POWER DIST.	45000	230000 Y/13279
	PA	PPL SERVICES CORP		10000	11500
_	OR	PACIFICORP	8/31/2020 POWER DIST.	8400	6700
	CA	SILICON VALLEY POWER	8/28/2020 LOAD TAP CHANGER	18000	13800
	CO		8/26/2020 LOAD TAP CHANGER	30000	60000 Y/3464
	co	WESTERN UNITED ELECTRIC SUPPLY	8/24/2020 POWER DIST.	10000	69000 X 3450
	FL	WESTERN UNITED ELECTRIC SUPPLY	8/24/2020 POWER DIST.	10000	69000 X 3450
$\overline{}$	TX	FLORIDA POWER & LIGHT CO	8/23/2020 LOAD TAP CHANGER	24000	13800
	NY	TEXAS-NEW MEXICO POWER CO	8/21/2020 LOAD TAP CHANGER	15000	13800
	_	MASSENA ELECTRIC DEPT.	8/21/2020 LOAD TAP CHANGER	27000	11000
	SC	PEE DEE ELECTRIC COOPERATION,	8/17/2020 POWER DIST.	7500	6700
	NC	TARHEEL ELE. MEM. ASSOC.	8/17/2020 POWER DIST.	15000	11500
_	VC	TARHEEL ELE. MEM. ASSOC.	8/17/2020 POWER DIST.	15000	11500
	A	MAQUOKETA VALLEY ELEC CO-OP	8/14/2020 POWER DIST.	5000	69000 Y/3983
	MI	DETROIT EDISON COMPANY	8/14/2020 LOAD TAP CHANGER	24000	12000
	ND	ROUGHRIDER ELECTRIC COOP	8/10/2020 POWER DIST.	10000	6900
	NO	NORTHEAST MISSOURI ELECTRIC	8/10/2020 POWER DIST.	5000	6900
	ND	ROUGHRIDER ELECTRIC COOP	8/7/2020 POWER DIST.	12000	115000 Y/6639
A971A A	AK	MUNICIPALITY OF ANCHORAGE	8/7/2020 LOAD TAP CHANGER	17000	115000 Y/6639
266A N	MN	XCEL ENERGY	8/5/2020 POWER DIST.	11000	
373A N	ИO	NORTHEAST MISSOURI ELECTRIC	8/3/2020 POWER DIST.	5000	7000
34A C	OR	PACIFICORP	8/3/2020 POWER DIST.	5000	69000
	A	PPL SERVICES CORP	8/3/2020 POWER DIST.	3000	6700

D355A	PA	UGI UTILITIES	8/3/2020 POWER DIST.	17000	6600
HA970A	CO	GLENWOOD SPRINGS ELECTRIC SYST	7/31/2020 LOAD TAP CHANGER	10000	115000 X 6900
HA987A	ND	ROUGHRIDER ELECTRIC COOP	7/31/2020 POWER DIST.	12000	115000 Y/6639
HA988A	SD	EAST RIVER ELECT PWR COOP	7/31/2020 POWER DIST.	8000	115000 X 6900
D373C	MO	NORTHEAST MISSOURI ELECTRIC	7/27/2020 POWER DIST.	5000	6900
D394A D197A	NC NY	TARHEEL ELE. MEM. ASSOC.	7/27/2020 POWER DIST.	15000	11500
D361A	MN	CENTRAL HUDSON GAS & ELECTRIC	7/20/2020 LOAD TAP CHANGER	11000	67000 Y/3868
D375A	CA	NOBLES COOPERATIVE ELECTRIC	7/17/2020 POWER DIST.	7500	11500
HA966A	WA	EDISON MATERIAL SUPPLY LLC.	7/17/2020 POWER DIST.	1000	6700
HA966B	WA	GRANT COUNTY PUBLIC UTILITY	7/10/2020 LOAD TAP CHANGER	15000	11700
D380A	SD	GRANT COUNTY PUBLIC UTILITY	7/10/2020 LOAD TAP CHANGER	15000	11700
D379A	SD	EAST RIVER ELECT PWR COOP	7/3/2020 POWER DIST.	8400	6900
HA962A	ND	EAST RIVER ELECT PWR COOP	6/29/2020 POWER DIST.	8400	6900
D389A	NC	MCKENZIE ELECTRIC COOP	6/26/2020 POWER DIST.	15000	11500
GA355A	NC	DUKE ENERGY CAROLINAS, LLC PWC/PUBLIC WORKS COMMISSION	6/26/2020 POWER DIST.	8400	6900
D352A	MN	STEELE-WASECA COOP.ELECTRIC	6/26/2020 POWER DIST.	24000	6700
D378A	SD		6/22/2020 POWER DIST.	15000	11500
D352B	MN	STEELE-WASECA COOP.ELECTRIC	6/22/2020 POWER DIST.	8400	6900
GA343A	MI	DETROIT EDISON COMPANY	6/19/2020 POWER DIST.	10000	11500
D366A	MD	SMECO	6/19/2020 POWER DIST.	45000	12000
D377A	SD	EAST RIVER ELECT PWR COOP	6/15/2020 POWER DIST.	20000	6700
HA946A	TX	TEXAS-NEW MEXICO POWER CO	6/15/2020 POWER DIST.	8400	6900
HA950A	TX	TEXAS-NEW MEXICO POWER CO	6/12/2020 LOAD TAP CHANGER	30000	13800
D265A	MN	XCEL ENERGY	6/12/2020 LOAD TAP CHANGER 6/1/2020 POWER DIST.	15000	138000 X 6900
D292A	MN	XCEL ENERGY		11000	7000
D291C	NC	CITY OF HIGH POINT	6/1/2020 POWER DIST. 6/1/2020 LOAD TAP CHANGER	11000	118000
D342A	NC	TARHEEL ELE. MEM. ASSOC.	5/29/2020 POWER DIST.	22000	100000
HA947A	TX	TEXAS-NEW MEXICO POWER CO	5/26/2020 LOAD TAP CHANGER	15000	115000
HA935A	мо	LIBERTY UTILITIES	5/22/2020 LOAD TAP CHANGER	15000	138000 X 69000
D340E	МО	M&A ELECTRIC POWER COOPERATIVE	5/15/2020 POWER DIST.	8000	69000
HA940B	ND	MCKENZIE ELECTRIC COOP	5/15/2020 LOAD TAP CHANGER	10000	67000
D359A	NC	DUKE ENERGY CAROLINAS, LLC	5/15/2020 POWER DIST.	30000	115000
3A344A	МІ	DETROIT EDISON COMPANY	5/12/2020 POWER DIST.	45000	69000
1A940A	ND	MCKENZIE ELECTRIC COOP	5/8/2020 LOAD TAP CHANGER	30000	120000
1A941A	FL	ANIXTER INC.	5/8/2020 POWER DIST.	15000	115000
0340D	МО	M&A ELECTRIC POWER COOPERATIVE	5/4/2020 POWER DIST.	10000	115000 X 69000
1A957A	OR	PACIFICORP	5/1/2020 LOAD TAP CHANGER	15000	67000
0263A	MN	XCEL ENERGY	4/27/2020 POWER DIST.	11000	67000 Y/38682
0341A	NC	TARHEEL ELE. MEM. ASSOC.	4/24/2020 POWER DIST.	18000	70000
1A954A	TX	TEXAS-NEW MEXICO POWER CO	4/24/2020 LOAD TAP CHANGER	30000	69000 Y/39837 138000
1A955A	TX	TEXAS-NEW MEXICO POWER CO	4/24/2020 LOAD TAP CHANGER	30000	138000
0264A	MN	XCEL ENERGY	4/20/2020 POWER DIST.	11000	70000
1A943A	ОК	CITY OF EDMOND	4/17/2020 LOAD TAP CHANGER	15000	138000
340C	МО	M&A ELECTRIC POWER COOPERATIVE	4/13/2020 POWER DIST.	7500	67000
1A933A	МО	LIBERTY UTILITIES	4/10/2020 LOAD TAP CHANGER	8000	69000
_	МО	LIBERTY UTILITIES	4/10/2020 LOAD TAP CHANGER	8000	69000
VM817A		MINNKOTA POWER COOP., INC	4/3/2020 POWER DIST.	1000	68800
	TX	TEXAS-NEW MEXICO POWER CO	4/3/2020 LOAD TAP CHANGER	30000	138000
A299A	WI	KAUKAUNA UTILITITES	4/1/2020 LOAD TAP CHANGER	45000	138000 Y/79674
	NC	DUKE ENERGY CAROLINAS, LLC	3/30/2020 POWER DIST.	8400	69000
	SC	PEE DEE ELECTRIC COOP	3/27/2020 POWER DIST.	15000	230000
	IA	SIOUXLAND ENERGY COOPERATIVE	3/23/2020 GENERATOR STEP UP	12000	67000
	NC	CITY OF HIGH POINT	3/23/2020 LOAD TAP CHANGER	22000	100000
	NV	NEVADA POWER	3/20/2020 LOAD TAP CHANGER	10000	60000
	GA	CITY OF ATHENS UTILITIES	3/20/2020 LOAD TAP CHANGER	30000	161000
	GA	CITY OF ATHENS UTILITIES	3/13/2020 LOAD TAP CHANGER	30000	161000
	GA	CITY OF ATHENS UTILITIES	3/13/2020 LOAD TAP CHANGER	30000	161000
$\overline{}$	NC	CITY OF HIGH POINT	3/9/2020 LOAD TAP CHANGER	22000	100000
	PA	BOROUGH OF CHAMBERSBURG	3/2/2020 POWER DIST.	15000	68800
	FL	FLORIDA POWER & LIGHT CO	2/25/2020 POWER DIST.	33000	138000
	SC	SANTEE COOPER	2/24/2020 POWER DIST.	12000	115000
	UT	WASHINGTON CITY	2/24/2020 POWER DIST.	12000	67000
	sc	PEE DEE ELECTRIC COOP	2/21/2020 POWER DIST.	15000	230000
	СО	WESTERN UNITED ELECTRIC SUPPLY	2/14/2020 LOAD TAP CHANGER	10000	69000
-	CA	TRINITY PUBLIC UTILITIES	2/7/2020 LOAD TAP CHANGER	7000	69000
$\rightarrow$	MN	XCEL ENERGY	2/7/2020 LOAD TAP CHANGER	11000	69000
$\overline{}$	PA	BOROUGH OF CHAMBERSBURG	2/3/2020 POWER DIST.	15000	68800
	MN	XCEL ENERGY	2/3/2020 LOAD TAP CHANGER	11000	69000
	MA	MANSFIELD MUNI. ELEC. DEPT.	1/30/2020 POWER DIST.	24000	115000 Y/66395
$\rightarrow$	MN	XCEL ENERGY	1/27/2020 POWER DIST.	11000	69000
4911A	WA	GRANT COUNTY PUBLIC UTILITY	1/24/2020 LOAD TAP CHANGER	25000	235000
A913A	МО	CITY UTILITIES	1/24/2020 LOAD TAP CHANGER	17000	

D234A	IN	LUCCTOCK CALCOCK OF A STATE OF				
D234B	IN	VECTREN ENERGY DELIVERY		LOAD TAP CHANGER	7500	67000
HA918A	TN	VECTREN ENERGY DELIVERY		LOAD TAP CHANGER	7500	67000
D214A	co	KNOXVILLE UTILITY BOARD		POWER DIST.	15000	66000 Y/38105
D220A	WI	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	10000	69000
D213A	MN	EAGLE RIVER LIGHT & POWER  XCEL ENERGY		POWER DIST.	12000	115000
D237A	IL			POWER DIST.	5600	69000
D135A	GA	NORRIS ELECTRIC COOP		POWER DIST.	5000	69000
	_	GEORGIA TRANSMISSION CORP		POWER DIST.	15000	67000
D224A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
HA901A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
HA898A	WA	GRANT COUNTY PUBLIC UTILITY	12/20/2019	LOAD TAP CHANGER	25000	235000 X 117500
HA920A	MI	DETROIT EDISON COMPANY	12/16/2019	POWER DIST.	24000	120000
D246E	AZ	SALT RIVER PROJECT		POWER DIST.	1000	70800
D168A	MN	KANDIYOHI POWER COOPERERATIVE	12/12/2019	POWER DIST.	7500	69000
D236A	ND	MINNKOTA POWER COOP., INC	12/12/2019	POWER DIST.	10000	115000
WM774A		MINNKOTA POWER COOP., INC	12/6/2019	POWER DIST.	10000	68800
WM768A	_	CITY OF ST. GEORGE	12/6/2019	POWER DIST.	5000	67000
D129A	MA	MANSFIELD MUNI. ELEC. DEPT.	12/4/2019	POWER DIST.	24000	115000 Y/66395
D202A	AL	CENTRAL ALABAMA ELECTRIC CO-OP	12/2/2019	POWER DIST.	12000	112750
D245A	WA	JEFFERSON PUD		POWER DIST.	12000	115000 Y/66395
D221A	MN	XCEL ENERGY	12/2/2019	POWER DIST.	11000	69000
D231A	MN	XCEL ENERGY	12/2/2019	POWER DIST.	11000	69000
D194A	AL	RIVIERA UTILITIES		POWER DIST.	15000	115500
HA914A	IA	MT. PLEASANT MUNICIPAL UTILITI		LOAD TAP CHANGER	15000	
HA899A	NE	NORRIS PUBLIC POWER DISTRICT		LOAD TAP CHANGER	20000	69000
HA888A	ок	CITY OF EDMOND		LOAD TAP CHANGER		115000
D246A	AZ	SALT RIVER PROJECT		POWER DIST.	15000	138000
HA902B	AZ	ELECTRICAL DISTRICT NO. TWO, P		LOAD TAP CHANGER	1000	70800
D174A	PA	UGI UTILITIES			18000	115000
D177A	MN	AGRALITE ELECTRIC CO-OP		POWER DIST.	17000	66000
D191A	ОН	VILLAGE OF BREWSTER		POWER DIST.	7500	115000 Y/66395
HA902A	AZ			POWER DIST.	15000	67000
HA887A	TX	ELECTRICAL DISTRICT NO. TWO, P		LOAD TAP CHANGER	18000	115000
$\overline{}$	+	LUBBOCK POWER AND LIGHT		LOAD TAP CHANGER	30000	115000 X 67000
GA300A	FL	FLORIDA POWER & LIGHT CO		LOAD TAP CHANGER	24000	69000
HA885A	MT	TONGUE RIVER ELECTRIC COOP		LOAD TAP CHANGER	20000	115000
HA725I	WA	CITY OF CENTRALIA		LOAD TAP CHANGER	23000	115000 X 69000
D052A	TX	TEXAS ELECTRIC COOPERATIVES		LOAD TAP CHANGER	12000	138000 X 69000
D205A	ND	CENTRAL POWER ELEC. COOP. INC.	<del></del>	POWER DIST.	5000	69000
GA296A	FL	FLORIDA POWER & LIGHT CO	10/25/2019	POWER DIST.	33000	138000
D179A	IA	BROOKLYN MUNICIPAL UTILITIES	10/25/2019	POWER DIST.	3750	69000 X 34500
D052B	TX	TEXAS ELECTRIC COOPERATIVES	10/24/2019	LOAD TAP CHANGER	12000	138000 X 69000
D206A	ND	CENTRAL POWER ELEC. COOP. INC.	10/21/2019	POWER DIST.	10000	115000
GA295A	FL	FLORIDA POWER & LIGHT CO	10/21/2019	POWER DIST.	24000	230000
HA896A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	10/18/2019	POWER DIST.	15000	115000
D232A	NC	DUKE ENERGY CAROLINAS, LLC	10/17/2019	POWER DIST.	8400	69000
D152B	NC	TARHEEL ELE. MEM. ASSOC.	10/15/2019	POWER DIST.	18000	101750
D152A	NC	TARHEEL ELE. MEM. ASSOC.	10/14/2019	POWER DIST.	18000	101750
HA893A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	10/11/2019	POWER DIST.	15000	115000
WM732A	CA	PLUMAS-SIERRA RURAL ELEC. COOP	10/11/2019	POWER DIST.	7000	69000
HA891B	WA	CLARK PUBLIC UTILITIES RIVER R	10/11/2019	LOAD TAP CHANGER	24000	69000 Y/39837
HA900A	мо	SIKESTON BOARD OF MUNICIPAL UT		LOAD TAP CHANGER	15000	67000
D178A	OR	NORTHERN WASCO COUNTY PUD		POWER DIST.	5000	69000
GA293A	FL	FLORIDA POWER & LIGHT CO		POWER DIST.	33000	138000
	TX	LIGHTHOUSE ELE. COOP		POWER DIST.	10000	67000
	IA	GUTHRIE COUNTY REC		POWER DIST.	5000	69000 X 34500
	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	
	WA	GRANT COUNTY PUBLIC UTILITY		LOAD TAP CHANGER	25000	115000
	WA	CLARK PUBLIC UTILITIES RIVER R		LOAD TAP CHANGER		117000
	WA	CLALLAM PUD		POWER DIST.	24000	69000 Y/39837
	MN	WRIGHT HENNEPIN COOPERATIVE EL			12000	69000
	WY	LOWER VALLEY EC		POWER DIST.	10000	115000
	FL	FLORIDA POWER & LIGHT CO		POWER DIST.	15000	115000
WM741A		MAQUOKETA VALLEY ELEC CO-OP		POWER DIST.	33000	230000
$\overline{}$	ND			POWER DIST.	5000	69000 Y/39837
		MDU RESOURCES GROUP INC.		POWER DIST.	12000	115000
	MT	BEARTOOTH ELECTRIC COOPERATIVE		POWER DIST.	5000	100000
$\overline{}$	OH	HANCOCK-WOOD ELECTRIC CO-OP		POWER DIST.	12000	69000 X 34500
	MD	SMECO		POWER DIST.	10000	67000
	AL	JOE WHEELER EMC		POWER DIST.	12000	161000
	ND	MDU RESOURCES GROUP INC.		POWER DIST.	12000	115000
	MT	MCCONE ELECTRICAL COOP	8/30/2019 L	OAD TAP CHANGER	20000	115000
	MT	YELLOWSTONE VALLEY ELECTRIC	8/30/2019	OWER DIST.	10000	100000 X 50000
					100000	100000 V 200000
C985A	СО	XCEL ENERGY KANSAS CITY POWER & LIGHT CO		POWER DIST.	5600	69000

D153A	MI	DETROIT EDISON COMPANY		LOAD TAP CHANGER	10000	
D023A	NY	CENTRAL HUDSON GAS & ELECTRIC		LOAD TAP CHANGER	11000	67000
D083B	KS	LANE-SCOTT ELECTRICAL COOP		POWER DIST.	7500	
D023B D083A	NY	CENTRAL HUDSON GAS & ELECTRIC		LOAD TAP CHANGER	11000	67000
D149A	KS OK	LANE-SCOTT ELECTRICAL COOP		POWER DIST.	7500	
D167A	ОН	GRAND RIVER DAM AUTHORITY		LOAD TAP CHANGER	10000	
HA872A	AK	HANCOCK-WOOD ELECTRIC CO-OP		POWER DIST.	12000	6900
GA281A	ОН	MUNICIPALITY OF ANCHORAGE CITY OF JACKSON		LOAD TAP CHANGER	17000	115000
D124A	WI	ROCK ENERGY COOPERATIVE		POWER DIST.	25000	13800
D132C	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	5000	
D134A	ОН	WASHINGTON ELECTRIC COOP.		POWER DIST.	15000	
HA870A	TX	TEXAS-NEW MEXICO POWER CO		POWER DIST.	10000	
WM715A	_	SEDGWICK CO ELECTRIC COOP		LOAD TAP CHANGER POWER DIST.	15000	13800
GA281B	ОН	CITY OF JACKSON		POWER DIST.	7500	
D159A	co	WESTERN UNITED ELECTRIC SUPPLY		SUBSTATION	25000	138000
HA903A	ND	MDU RESOURCES GROUP INC.		POWER DIST.	7500	
HA877A	OR	EMERALD PEOPLES UTILITY DIST.		LOAD TAP CHANGER	12000	11000
D133A	ОН	WASHINGTON ELECTRIC COOP.		POWER DIST.	15000	116000
HA871A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	
D131A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	
WM712A	ND	MINNKOTA POWER COOP., INC		POWER DIST.		
HA881A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	
HA873A	WA	BENTON PUD		LOAD TAP CHANGER	15000	
D130B	MD	SMECO		POWER DIST.	10000	
D130A	MD	SMECO		LOAD TAP CHANGER	20000	
HA880A	MI	DETROIT EDISON COMPANY		POWER DIST.	24000	
HA851A	OR	SPRINGFIELD UTILITY BOARD		LOAD TAP CHANGER	15000	
HA875A	AK	CITY & BOROUGH OF SITKA		LOAD TAP CHANGER	15000	
D084A	MT	ANIXTER POWER SOLUTIONS		POWER DIST.	7500	
D132A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	7/11/2019	POWER DIST.	15000	
HA869A	TX	TEXAS-NEW MEXICO POWER CO	7/8/2019	LOAD TAP CHANGER	15000	13800
WM672A	ME	EMERA MAINE	7/5/2019	POWER DIST.	2500	
WM667A	AZ	NTUA	7/5/2019	POWER DIST.	2500	
HA845A	WY	PACIFICORP	6/29/2019	LOAD TAP CHANGER	18000	
HA868A	TX	TEXAS-NEW MEXICO POWER CO	6/28/2019	LOAD TAP CHANGER	15000	13800
HA873B	WA	BENTON PUD	6/28/2019	POWER DIST.	20000	
C957C	PA	UGI UTILITIES	6/25/2019	POWER DIST.	17000	
HA867A	TX	TEXAS-NEW MEXICO POWER CO	6/21/2019	LOAD TAP CHANGER	15000	
D101A	VA	CRAIG-BOTETOURT ELECTRIC CO-OP		POWER DIST.	7500	
C957B	PA	UGI UTILITIES	6/17/2019	POWER DIST.	17000	
D099E	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	<u> </u>
D109A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	<del></del>	POWER DIST.	15000	
D110A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	
HA866A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	15000	13800
D099C	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	
D099D	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	
	NC TN	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	
HA839B	TN	HUMBOLDT UTILITIES		LOAD TAP CHANGER	25000	
D100A GA250B	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	
	MA NM	HOLYOKE GAS & ELECTRIC  NORA ELEC COOP	$\rightarrow$	LOAD TAP CHANGER	36000	
GA279A	NY			POWER DIST.	5000	<del></del>
GA279A GA279B	NY	AVANGRID SERVICE COMPANY  AVANGRID SERVICE COMPANY		POWER DIST.	60000	
D059B	NC			POWER DIST.	60000	
HA844A	WY	TARHEEL ELE. MEM. ASSOC.		POWER DIST.	18000	
HA865A	TX	PACIFICORP TEXAS-NEW MEXICO POWER CO		POWER DIST.	11000	
D096A	CA	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	15000	<u> </u>
	NV	IMPERIAL IRRIGATION DISTRICT CITY OF FALLON	$\overline{}$	POWER DIST.	8000	92000
	UT	GARKANE ENERGY COOPERATIVE		POWER DIST.	8000	63000
	TN	JOHNSON CITY POWER BOARD		GENERATOR STEP UP	3000	69000
	UT	ST. GEORGE CITY ENERGY		LOAD TAP CHANGER POWER DIST.	30000	
	SD	EAST RIVER ELECT PWR COOP			15000	
	SD	EAST RIVER ELECT PWR COOP		POWER DIST. POWER DIST.	7500	
	SC	SANTEE COOPER		POWER DIST.	7500	
	TN	HUMBOLDT UTILITIES		LOAD TAP CHANGER	12000	
	UT	ST. GEORGE CITY ENERGY		POWER DIST.	25000	
	мо	KANSAS CITY POWER & LIGHT CO		OAD TAP CHANGER	15000	
	TN	JOHNSON CITY POWER BOARD		OAD TAP CHANGER	7500	
	co	XCEL ENERGY		OWER DIST.	30000	
$\overline{}$	SD	EAST RIVER ELECT PWR COOP			11000	4177
	FL	CITY OF HOMESTEAD		POWER DIST.	15000	115000
		IOTT OF HOMESTEAD	1 3/29/2019[[	OAD TAP CHANGER	24000	

HA847A	TN	MOUNTAIN ELEC. COOP	3/22/2019	LOAD TAP CHANGER	20000	161000
HA832A	TX	TEXAS-NEW MEXICO POWER CO	3/22/2019	LOAD TAP CHANGER	30000	
HA838A	TX	GREENVILLE ELECTRIC ULTY SYSTE	3/22/2019	LOAD TAP CHANGER	30000	
D061A	co	WESTERN UNITED ELECTRIC SUPPLY	3/18/2019	LOAD TAP CHANGER	10000	
HA830A	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	30000	
HA833A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	
HA835A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	200000
WM647A	мо	KANSAS CITY POWER & LIGHT CO		POWER DIST.	7500	
GA240B	МІ	LANSING WATER AND LIGHT		LOAD TAP CHANGER		0,000
HA843A	WA	GRAYS HARBOR PUD NO. 1			18000	
C954A	AZ	NTUA		LOAD TAP CHANGER	15000	
GA280A	NY			LOAD TAP CHANGER	15000	
HA834A	TX	AVANGRID SERVICE COMPANY		POWER DIST.	12000	
		TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
HA823A	OK	CITY OF EDMOND		LOAD TAP CHANGER	15000	138000
C995A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
D057A	TX	LIGHTHOUSE ELE. COOP	2/25/2019	POWER DIST.	10000	67000
D057B	TX	LIGHTHOUSE ELE. COOP	2/25/2019	POWER DIST.	10000	67000
D048A	МІ	DETROIT EDISON COMPANY	2/25/2019	LOAD TAP CHANGER	10000	120000
GA275A	SC	SANTEE COOPER	2/24/2019	LOAD TAP CHANGER	24000	115000
WM636A	ND	MINNKOTA POWER COOP., INC	2/22/2019	POWER DIST.	1000	
WM636B	ND	MINNKOTA POWER COOP., INC	2/22/2019	POWER DIST.	1000	68800
D049A	MI	DETROIT EDISON COMPANY	2/22/2019	LOAD TAP CHANGER	10000	120000
HA831B	TX	LUBBOCK POWER AND LIGHT		LOAD TAP CHANGER	30000	115000 X 67000
HA831A	TX	LUBBOCK POWER AND LIGHT	<del></del>	LOAD TAP CHANGER	30000	115000 X 67000
D044A	TX	LYNTEGAR ELECTRIC COOP	_	POWER DIST.	10000	115000 X 67000 115000 X 69000
D022A	со	XCEL ENERGY		LOAD TAP CHANGER	8000	
HA797A	TN	LAFOLLETTE UTILITIES BOARD		POWER DIST.	18000	69000
D059A	NC	TARHEEL ELE. MEM. ASSOC.		POWER DIST.		161700
D006A	WI	REEDSBURG UTLITY COMMISSION	<del></del>		18000	101750
HA827A	AZ	ELECTRICAL DISTRICT #3		POWER DIST.	12000	67000
HA828A	AZ		<del></del>	LOAD TAP CHANGER	18000	69000
D024A	IN	ELECTRICAL DISTRICT #3		LOAD TAP CHANGER	18000	69000
		VECTREN ENERGY DELIVERY		POWER DIST.	7500	67000
D024B	IN	VECTREN ENERGY DELIVERY		POWER DIST.	7500	67000
HA818B	TX	LUBBOCK POWER AND LIGHT	1/18/2019	LOAD TAP CHANGER	30000	115000 X 67000
HA818A	TX	LUBBOCK POWER AND LIGHT		LOAD TAP CHANGER	30000	115000 X 67000
C990A	SD	EAST RIVER ELECT PWR COOP	1/7/2019	POWER DIST.	10000	69000
C990B	SD	EAST RIVER ELECT PWR COOP	1/7/2019	POWER DIST.	10000	69000
D007A	TX	RITA BLANCA ELECTRIC CO-OP	12/28/2018	POWER DIST.	12000	115000
C996A	NV	NEVADA POWER	12/28/2018	POWER DIST.	5250	131100
GA268A	FL	FPL - FLORIDA POWER & LIGHT COMPANY	12/28/2018	POWER DIST.	33000	230000
HA809A	OR	PACIFICORP	12/28/2018	GENERATOR STEP UP	18000	124500 Y/71880
HA819A	ID	IDAHO POWER COMPANY	12/28/2018	LOAD TAP CHANGER	10000	69000
HA801B	TX	LUBBOCK POWER AND LIGHT		LOAD TAP CHANGER	30000	115000 X 67000
D019A	ΑZ	CITY OF MESA		LOAD TAP CHANGER	15000	69000
HA805B	TX	RITA BLANCA ELECTRIC CO-OP		LOAD TAP CHANGER	15000	
D026A	FL	FPL - FLORIDA POWER & LIGHT COMPANY		POWER DIST.	18000	115000
HA805A	TX	RITA BLANCA ELECTRIC CO-OP		LOAD TAP CHANGER		138000
C984A	co	XCEL ENERGY			15000	115000
D001A	co	XCEL ENERGY		POWER DIST.	5600	69000
D001A	NV			POWER DIST.	5600	69000
	_	NEVADA POWER		LOAD TAP CHANGER	12000	69000
HA801A	TX	LUBBOCK POWER AND LIGHT		LOAD TAP CHANGER	30000	115000 X 67000
GA247B	AL	SCOTTSBORO ELECTRIC		POWER DIST.	75000	161700 Y/93358
D025A	FL	FPL - FLORIDA POWER & LIGHT COMPANY	$\overline{}$	POWER DIST.	18000	138000
HA800A	WA	GRANT COUNTY PUBLIC UTILITY	+	LOAD TAP CHANGER	25000	235000
HA800B	WA	GRANT COUNTY PUBLIC UTILITY	12/7/2018	LOAD TAP CHANGER	25000	235000
C934B	мо	KENNETT CITY LIGHT GAS & POWER	12/4/2018	POWER DIST.	12000	68800
C962A	AL	RIVIERA UTILITIES	12/4/2018	POWER DIST.	18000	115500
HA813A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	11/23/2018	POWER DIST.	15000	115000
HA792B	CA	CUPERTINO ELECTRIC,	11/23/2018	LOAD TAP CHANGER	30000	60000 Y/34641
C991A	FL	FPL - FLORIDA POWER & LIGHT COMPANY		POWER DIST.	18000	138000
C979A	WA	INLAND POWER & LIGHT	<del></del>	POWER DIST.	7500	115000
GA254B	MA	PEABODY MUNICIPAL LIGHT PLANT		LOAD TAP CHANGER	36000	115000
	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
	TX	RIO GRANDE ELECTRIC COOP	+	LOAD TAP CHANGER	38000	138000
	WI	ADAMS COLUMBIA ELECTRIC COOP		POWER DIST.	12000	
D012A	TN	LENOIR CITY UTILITIES BOARD		POWER DIST.		69000
C960A	IA	GUTHRIE COUNTY REC	+		12000	69000
HA804A	ОК	PEOPLES ELECT COOPERATIVE		POWER DIST.	5000	69000 X 34500
				LOAD TAP CHANGER	25000	138000
	MS	ENTERGY	+	POWER DIST.	5000	69000
	CA	CITY OF REDDING	$\rightarrow$	LOAD TAP CHANGER	19000	115000 Y/66395
	WI	ADAMS COLUMBIA ELECTRIC COOP	1	POWER DIST.	12000	69000
	CA	CUPERTINO ELECTRIC,		LOAD TAP CHANGER	30000	60000 Y/34641
GA249A	TN	DUCK RIVER ELECTRIC MEMBERSHIP	10/23/2018	LOAD TAP CHANGER	25000	161700

GA254A	MA	PEABODY MUNICIPAL LIGHT PLANT	10/20/2019	LOAD TAP CHANGER	2000	
C978A	WA	INLAND POWER & LIGHT		POWER DIST.	36000	115000
HA753A	OR	PACIFICORP		LOAD TAP CHANGER	7500 18000	115000
C934A	МО	KENNETT CITY LIGHT GAS & POWER		POWER DIST.	12000	138000 68800
GA260A	MA	BRAINTREE ELECT LIGHT DEPARTMT		LOAD TAP CHANGER	30000	115000
C957A	PA	UGI UTILITIES	10/17/2018	POWER DIST.	17000	66000
C924A	CA	PLUMAS-SIERRA RURAL ELEC. COOP	10/16/2018	POWER DIST.	12000	67000
HA760B	TN	CUMBERLAND ELECTRIC MEMBER	10/12/2018	LOAD TAP CHANGER	30000	69000
HA807C	ND	MCKENZIE ELECTRIC COOP	10/12/2018	LOAD TAP CHANGER	15000	115000
WM579A	_	EMERA MAINE	10/12/2018	POWER DIST.	5000	69000
C937D	ND	MCKENZIE ELECTRIC COOP	10/5/2018	LOAD TAP CHANGER	15000	115000
HA808A	IA	STORY CITY MUNICIPAL ELECTRIC	10/5/2018	LOAD TAP CHANGER	12000	68800 X 34400
C953A	СО	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	7500	69000
C967A HA760A	OH TN	CITY OF CELINA		POWER DIST.	10000	67000
WM578A	_	GRAND RIVER DAM AUTHORITY		LOAD TAP CHANGER	30000	69000
HA750A	OR	PACIFICORP		POWER DIST.	1500	69000
HA799A	WY	PACIFICORP		LOAD TAP CHANGER	18000	116000
C935A	ОН	GUERNSEY-MUSKINGUM ELEC. COOP		LOAD TAP CHANGER POWER DIST.	18000	67000
HA807B	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	10000	69000 X 34500
GA250A	MA	HOLYOKE GAS & ELECTRIC		LOAD TAP CHANGER	20000 36000	115000
C921A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	115000
C9218	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	60000
C937F	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	15000	115000
HA807A	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	20000	115000
C937E	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	15000	115000
HA7948	ОК	PEOPLES ELECT COOPERATIVE		POWER DIST.	12000	138000 X 69000
WM549A	IL	CLAY ELECTRIC COOP, IL	9/7/2018	POWER DIST.	5000	69000
C875C	ND	CENTRAL POWER ELEC. COOP. INC.	9/6/2018	POWER DIST.	10000	115000
C851A	OR	COLUMBIA RIVER PUD	9/6/2018	LOAD TAP CHANGER	15000	115000
C936A	IL	NORRIS ELECTRIC COOP	9/4/2018	POWER DIST.	5000	69000
C938A	NE	NORTH CENTRAL PPD	8/29/2018	POWER DIST.	7500	69000 X 34500
C886B	PA	PPL SERVICES CORP		LOAD TAP CHANGER	8400	67000
C887A	PA	PPL SERVICES CORP		LOAD TAP CHANGER	8400	67000
HA775A	ND	MINNKOTA POWER COOP., INC		LOAD TAP CHANGER	30000	118000 Y/68127
HA786A	ID	IDAHO POWER COMPANY		LOAD TAP CHANGER	10000	69000
HA795A HA781A	TN TN	MIDAMERICAN ENERGY		LOAD TAP CHANGER	10000	161000
C942A	FL	PEACE RIVER ELECTRIC CO-OP		LOAD TAP CHANGER	24000	69000
HA794A	ОК	PEOPLES ELECT COOPERATIVE		POWER DIST.	15000	69000
HA783A	TX	TEXAS-NEW MEXICO POWER CO		POWER DIST. LOAD TAP CHANGER	12000	138000
WM538A	ME	EMERA MAINE		POWER DIST.	30000 5000	138000
WM538B	ME	EMERA MAINE		POWER DIST.	5000	69000
HA789A	OR	PACIFICORP		LOAD TAP CHANGER	18000	69000 116000
C952A	AL	BLACK WARRIOR ELECTRIC		POWER DIST.	10000	115500
GA243B	TN	CUMBERLAND ELECTRIC MEMBER	7/21/2018	LOAD TAP CHANGER	30000	161000
HA725A	WA	CITY OF CENTRALIA	7/20/2018	LOAD TAP CHANGER	23000	115000 X 69000
HA788A	AZ	CLAY COUNTY ELECTRIC COOP.CORP	7/13/2018	POWER DIST.	18000	161000
C873B	NC	CITY OF HIGH POINT	7/13/2018	LOAD TAP CHANGER	22000	100000
HA763B	LA	SOUTH LOUISIANA ELECTRIC CORP.	7/6/2018	LOAD TAP CHANGER	40000	115000
GA251A	MI	DETROIT EDISON COMPANY	7/6/2018	LOAD TAP CHANGER	60000	120000
	TN	NASHVILLE ELECTRIC SERVICE		LOAD TAP CHANGER	24000	69000
	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
	OR	PACIFICORP	<del></del>	LOAD TAP CHANGER	18000	67000
-	AL	SCOTTSBORO ELECTRIC		POWER DIST.	75000	161700 Y/93358
HA776A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	30000	138000
C884A C879B	CO	WILTON MUNICIPAL LIGHT AND POW		LOAD TAP CHANGER	10000	69000
-	MS	WESTERN UNITED ELECTRIC SUPPLY		OAD TAP CHANGER	15000	67000
	TX	TEXAS-NEW MEXICO POWER CO		OAD TAP CHANGER	24000	68800
	MS	PEARL RIVER VALLEY EPA	$\overline{}$	OAD TAP CHANGER OAD TAP CHANGER	15000	138000
	TX	TEXAS-NEW MEXICO POWER CO		OAD TAP CHANGER	24000 15000	68800
	IL	SOUTHWESTERN ELECTRIC CO-OP		POWER DIST.	10000	138000
	PA	PPL SERVICES CORP		OAD TAP CHANGER	8400	69000 67000
	NY	VILLAGE OF LAKE PLACID		OAD TAP CHANGER	10000	115000
	NC	CITY OF HIGH POINT		OAD TAP CHANGER	22000	100000
C871D	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
C873C	NC	CITY OF HIGH POINT		OAD TAP CHANGER	22000	100000
HA779A	TX	TEXAS-NEW MEXICO POWER CO	$\rightarrow$	OAD TAP CHANGER	15000	138000
C877A	WA	ELMHURST MUTUAL POWER & LIGHT		POWER DIST.	17000	115000
	OR	PACIFICORP	5/18/2018	OAD TAP CHANGER	12000	230000 Y/132791
C872B	TX	BROWNSVILLE PUBLIC UTL.		OAD TAP CHANGER	15000	138000
C889B	TN	MOUNTAIN ELEC. COOP	F /7 /2010 r	OWER DIST.	20000	68800

C872A	TX	BROWNSVILLE PUBLIC UTL.	5/7/2018	LOAD TAP CHANGER	15000	138000
C883A	MN	MEEKER COOPERATIVE LIGHT & PWR	5/4/2018	POWER DIST.	7500	69000
C830A	MN	AGRALITE ELECTRIC CO-OP	4/27/2018	POWER DIST.	10000	115000 Y/66395
C889A	TN	MOUNTAIN ELEC. COOP	4/27/2018	POWER DIST.	20000	68800
HA763A	LA	SOUTH LOUISIANA ELECTRIC CORP.		LOAD TAP CHANGER	40000	115000
C8791	СО	WESTERN UNITED ELECTRIC SUPPLY		LOAD TAP CHANGER	15000	67000
C882A	KY	WEST KENTUCKY RECC	4/20/2018	POWER DIST.	15000	69000
HA682A	TN	NASHVILLE ELECTRIC SERVICE	4/20/2018	LOAD TAP CHANGER	36000	161700
HA764A	TN	LENOIR CITY UTILITIES BOARD		POWER DIST.	20000	161700
C875B	ND	CENTRAL POWER ELEC. COOP. INC.	4/16/2018	POWER DIST.	10000	115000
C852B	IA	CORN BELT POWER COOPERATIVE		LOAD TAP CHANGER	20000	69000
C853A	FL	ANIXTER INC.		LOAD TAP CHANGER	20000	67000
HA714A C879A	CO	MIDAMERICAN ENERGY		LOAD TAP CHANGER	20000	161000
C849A	IL	RURAL ELECTRIC CONVENIENCE COO		LOAD TAP CHANGER	15000	67000
C875A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	10000	67000
HA756A	TX	TEXAS-NEW MEXICO POWER CO		POWER DIST.	10000	115000
HA757A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER LOAD TAP CHANGER	15000	138000
C852A	IA	CORN BELT POWER COOPERATIVE		LOAD TAP CHANGER	15000	138000
C684A	MD	SMECO		LOAD TAP CHANGER	20000	69000
C848A	IL	RURAL ELECTRIC CONVENIENCE COO		POWER DIST.	5000	67000
C871C	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	67000
WM477A	NE	POLK COUNTY RURAL PUBLIC POWER		POWER DIST.	7500	69000
GA240C	MI	LANSING WATER AND LIGHT		LOAD TAP CHANGER	18000	69000
HA703A	LA	CITY OF RUSTON		LOAD TAP CHANGER	18000	138000
C842A	МО	KANSAS CITY POWER & LIGHT CO		LOAD TAP CHANGER	12000	67000
C885A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
C871B	SD	EAST RIVER ELECT PWR COOP	-	POWER DIST.	7500	69000
C824B	SC	NEWBERRY ELECTRIC COOPERATIVE		POWER DIST.	12000	69000
C824C	SC	NEWBERRY ELECTRIC COOPERATIVE		POWER DIST.	12000	69000
GA246A	TN	JOHNSON CITY POWER BOARD		LOAD TAP CHANGER	30000	68800
HA749B	CA	CITY OF VERNON		LOAD TAP CHANGER	33000	66000
HA749D	CA	CITY OF VERNON	3/16/2018	LOAD TAP CHANGER	33000	66000
HA749C	CA	CITY OF VERNON	3/15/2018	LOAD TAP CHANGER	33000	66000
C867A	TN	GREENVILLE LIGHT & POWER SYSTE	3/14/2018	POWER DIST.	7500	68800
C871A	SD	EAST RIVER ELECT PWR COOP	3/9/2018	POWER DIST.	7500	69000
GA243A	TN	CUMBERLAND ELECTRIC MEMBER	3/9/2018	LOAD TAP CHANGER	30000	161000
C801A	NC	DUKE ENERGY CAROLINAS, LLC	3/9/2018	POWER DIST.	8400	69000
HA678A	WY	PACIFICORP	3/9/2018	POWER DIST.	36000	116000
HA749A	CA	CITY OF VERNON	3/9/2018	LOAD TAP CHANGER	33000	66000
HA734A	ID	IDAHO POWER COMPANY	2/23/2018	LOAD TAP CHANGER	10000	69000
C869A	NM	LEA COUNTY ELECTRIC CO-OP INC.		LOAD TAP CHANGER	15000	67000
C858B	UT	ST. GEORGE CITY ENERGY	_	POWER DIST.	15000	67000
C858A	UT	ST. GEORGE CITY ENERGY		POWER DIST.	15000	67000
C685A	MD	SMECO		LOAD TAP CHANGER	20000	67000
HA729A HA713A	IA	BEAUREGARD ELECTRIC COOP		LOAD TAP CHANGER	50000	138000
	1	MIDAMERICAN ENERGY		LOAD TAP CHANGER	20000	161000
HA712A C814A	UT	MIDAMERICAN ENERGY		LOAD TAP CHANGER	20000	161000
C827A	TX	BLANDING CITY		POWER DIST.	7500	67000
GA240A	MI	LYNTEGAR ELECTRIC COOP		POWER DIST.	10000	67000
C807A	GA	LANSING WATER AND LIGHT GEORGIA TRANSMISSION CORP		LOAD TAP CHANGER LOAD TAP CHANGER	18000	138000
C807B	GA	GEORGIA TRANSMISSION CORP	<del></del>	LOAD TAP CHANGER	15000	115500
C718A	IN	TIPMONT RURAL ELECTRIC	$\overline{}$	POWER DIST.	15000	115500
HA709A	IA	CITY OF WEST LIBERTY		LOAD TAP CHANGER	12000	69000
C796A	TN	APPALACHIAN ELECTRIC COOPERATI		LOAD TAP CHANGER	15000 15000	69000 Y/39837
C796B	TN	APPALACHIAN ELECTRIC COOPERATI		LOAD TAP CHANGER	15000	68800
C837A	NM	LEA COUNTY ELECTRIC CO-OP INC.		POWER DIST.	15000	68800
HA704A	KS	CITY OF ANTHONY, KS	<del></del>	LOAD TAP CHANGER	11000	67000
HA744A	MI	DETROIT EDISON COMPANY	12/29/2017		24000	138000
C833A	MT	YELLOWSTONE VALLEY ELECTRIC		POWER DIST.	10000	120000 100000 X 69000
HA730A	WA	CITY OF RICHLAND		LOAD TAP CHANGER	15000	115000 Y/66395
	AR	CARROLL ELECTRIC CO-OP CORP.	12/22/2017		10000	69000
C840B	FL	FLORIDA POWER & LIGHT CO	12/22/2017		18000	138000
HA724A	KS	CITY OF OTTAWA, KS		LOAD TAP CHANGER	18000	161000
C840A	FL	FLORIDA POWER & LIGHT CO	12/18/2017		18000	138000
C822F	мо	M&A ELECTRIC POWER COOPERATIVE	12/15/2017		7500	67000
C822G	мо	M&A ELECTRIC POWER COOPERATIVE	12/15/2017		7500	67000
C832A	AR	CARROLL ELECTRIC CO-OP CORP.	12/15/2017		10000	69000
	ND	MINNKOTA POWER COOP., INC	12/15/2017	OWER DIST.	3750	68800
C822A	МО	M&A ELECTRIC POWER COOPERATIVE	12/11/2017	<del></del>	7500	67000
	со	SOUTHEAST COLORADO POWER ASSOC	12/11/2017	POWER DIST.	5000	69000 Y/39837
C822D	МО	M&A ELECTRIC POWER COOPERATIVE	12/8/2017	POWER DIST.	7500	67000

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C822E	MO	M&A ELECTRIC POWER COOPERATIVE		POWER DIST.	7500	67000
WM456A		REDWOOD ELECTRIC COOPERATIVE		POWER DIST.	5000	69000
HA688A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	15000	138000
C822B	MO	M&A ELECTRIC POWER COOPERATIVE		POWER DIST.	7500	67000
C822C	MO	M&A ELECTRIC POWER COOPERATIVE		POWER DIST.	7500	67000
C823A	ОН	CONSOLIDATED ELECTRIC CO-OP		POWER DIST.	12000	69000
HA677A HA740A	CO	PACIFICORP		POWER DIST.	36000	116000
C815A	-	IRBY UTILITIES		LOAD TAP CHANGER	30000	138000
	UT	WASHINGTON CITY		POWER DIST.	12000	67000
C805A	IA	ROCKFORD MUNICIPAL LIGHT PLANT		LOAD TAP CHANGER	2500	68800
HA737A	OR	PACIFICORP		POWER DIST.	11000	67000
C824A	SC	NEWBERRY ELECTRIC COOPERATIVE		POWER DIST.	12000	69000
HA710B	CA	LIBERTY UTILITIES - CA		LOAD TAP CHANGER	17000	120000 Y/69282 X 60000 Y/34641
C808A	MT	YELLOWSTONE VALLEY ELECTRIC		POWER DIST.	5000	69000
C7768	IA	MIDAMERICAN ENERGY		POWER DIST.	5000	69000
HA613D	CO	INTERMOUNTAIN RURAL ELECTRIC A		LOAD TAP CHANGER	10000	115000
C764A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
HA710A	CA	LIBERTY UTILITIES - CA		LOAD TAP CHANGER	17000	120000 Y/69282 X 60000 Y/34641
GA238A	MA	NORTH ATTLEBOROUGH ELECTRIC DE		LOAD TAP CHANGER	27000	115000
HA731A	MT	HEOROT POWER		LOAD TAP CHANGER	15000	115000
C748A	WI	JUNEAU UTILITY COMMISSION		POWER DIST.	7500	67000
HA701A	OR	CONSUMERS POWER INC		LOAD TAP CHANGER	12000	115000 X 69000
HA711A	IA	MIDAMERICAN ENERGY		LOAD TAP CHANGER	20000	161000
C779B	VA	CITY OF DANVILLE - PURCH. DEPT	<del></del>	LOAD TAP CHANGER	15000	69000
C707A	MN	STEARNS ELECTRIC ASSOCIATION		POWER DIST.	10000	115000
C786C	IN	HOOSIER ENERGY REC,INC	9/29/2017	POWER DIST.	5000	69000
C786D	IN	HOOSIER ENERGY REC,INC		POWER DIST.	5000	69000
C775A	IA	MIDAMERICAN ENERGY	9/29/2017	POWER DIST.	10000	69000
HA684A	TX	TEXAS-NEW MEXICO POWER CO	9/29/2017	LOAD TAP CHANGER	30000	138000 X 69000
HA705A	OR	EMERALD PEOPLES UTILITY DIST.	9/29/2017	POWER DIST.	15000	116000
GA223A	FL	CITY OF JACKSONVILLE BEACH	9/25/2017	LOAD TAP CHANGER	30000	138000
C786A	IN	HOOSIER ENERGY REC,INC	9/22/2017	POWER DIST.	5000	69000
C786B	IN	HOOSIER ENERGY REC,INC	9/22/2017	POWER DIST.	5000	69000
C709A	FL	DUKE ENERGY	9/22/2017	POWER DIST.	8400	69000
C738A	IA	MIDAMERICAN ENERGY	9/18/2017	LOAD TAP CHANGER	10000	69000
C777A	IA	MIDAMERICAN ENERGY	9/18/2017	POWER DIST.	10000	69000
C779A	VA	CITY OF DANVILLE - PURCH. DEPT	9/18/2017	LOAD TAP CHANGER	15000	69000
C773A	WA	LEWIS CO PUD	9/15/2017	POWER DIST.	12000	69000
WM402B	IA	CORN BELT POWER COOPERATIVE	9/14/2017	POWER DIST.	5000	69000 Y/39837
HA727A	со	IRBY UTILITIES	9/13/2017	LOAD TAP CHANGER	30000	138000
C738B	IA	MIDAMERICAN ENERGY	9/11/2017	LOAD TAP CHANGER	10000	69000
C769C	FL	CITY OF OCALA	9/11/2017	LOAD TAP CHANGER	18000	67000
WM412A	ND	BURKE-DIVIDE ELECTRIC COOP	9/8/2017	POWER DIST.	5000	60000
	ND	BURKE-DIVIDE ELECTRIC COOP	9/8/2017	POWER DIST.	5000	60000
C769B	FL	CITY OF OCALA	9/8/2017	LOAD TAP CHANGER	18000	67000
C733A	WI	ROCK ENERGY COOPERATIVE	9/1/2017	LOAD TAP CHANGER	15000	69000
C776A	IA	MIDAMERICAN ENERGY	9/1/2017	POWER DIST.	5000	69000
	МІ	CLOVERLAND ELECTRIC COOP	8/25/2017	GENERATOR STEP UP	15000	69000 Y/39837
GA224B	TN	MIDDLE TENNESSEE ELECTRIC	8/25/2017	LOAD TAP CHANGER	30000	161700
C760A	AL	CENTRAL ALABAMA ELECTRIC CO-OP	8/22/2017	POWER DIST.	15000	112750
C762A	WI	ADAMS COLUMBIA ELECTRIC COOP	8/22/2017	POWER DIST.	12000	69000
$\overline{}$	MN	TODD-WADENA ELEC. CO-OP	8/22/2017	POWER DIST.	7500	115000 Y/66395
C752A	CA	EDISON MATERIAL SUPPLY LLC	8/22/2017	POWER DIST.	5000	69000
	DE	DELAWARE ELECTRIC CO-OP INC	8/21/2017	LOAD TAP CHANGER	20000	69000
C763A	WI	ADAMS COLUMBIA ELECTRIC COOP	8/21/2017	POWER DIST.	10000	69000
HA6948	TX	LUBBOCK POWER AND LIGHT	8/18/2017	LOAD TAP CHANGER	30000	115000 X 67000
	MD	SMECO	8/16/2017	LOAD TAP CHANGER	20000	67000
C769A	FL	CITY OF OCALA	8/15/2017	LOAD TAP CHANGER	18000	67000
$\overline{}$	AZ	SULPHUR SPRINGS VALLEY ELEC CO	8/14/2017	POWER DIST.	12000	67000
GA224A	TN	MIDDLE TENNESSEE ELECTRIC	8/14/2017	LOAD TAP CHANGER	30000	161700
HA698A	ND	MDU RESOURCES GROUP INC.	8/14/2017	LOAD TAP CHANGER	56000	115000
	DE	DELAWARE MUNI ELE CORP	8/14/2017	LOAD TAP CHANGER	20000	68800
	DE	DELAWARE MUNI ELE CORP	8/11/2017	LOAD TAP CHANGER	20000	68800
HA694A	TX	LUBBOCK POWER AND LIGHT	8/11/2017	LOAD TAP CHANGER	30000	115000 X 67000
C722B	ОН	SOUTH CENTRAL POWER CO		POWER DIST.	15000	69000
GA235A	FL	FPL - FLORIDA POWER & LIGHT COMPANY		POWER DIST.	24000	138000
C750A	LA	WASHINGTON-ST.TAMMANY ELECT		POWER DIST.	20000	67000
C749A	LA	WASHINGTON-ST.TAMMANY ELECT		POWER DIST.	20000	67000 X 33500
C728A	IA ,	GUTHRIE COUNTY REC		POWER DIST.	5000	69000 X 34500
C641C	CA	BANNING ELECTRIC DEPARTMENT		LOAD TAP CHANGER	10000	69000 X 34500
GA216A	TN	DUCK RIVER ELECTRIC MEMBERSHIP		LOAD TAP CHANGER	25000	161700
HA687A	TX .	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	15000	138000
C696B	TN	CLINTON UTILITIES BOARD		LOAD TAP CHANGER	15000	68800
		<del></del>				55500

WM387A	ОК	GRAND RIVER DAM AUTHORITY	6/27/201	7 POWER DIST.	2500	69000
C726A	VT	GREEN MOUNTAIN POWER CORP		7 POWER DIST.	15000	69000
GA221A	IL	AMEREN ENERGY RESOURCES GENERA	6/21/201	7 POWER DIST.	67000	139200
GA218A	AL	JOE WHEELER EMC	6/19/201	7 LOAD TAP CHANGER	20000	161000
C729A	MN	XCEL ENERGY		7 POWER DIST.	8400	69000
HA695A	ID	CLEARWATER POWER		7 POWER DIST.	15000	115000
C712A HA686A	NC TX	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
C731A	TN	TEXAS-NEW MEXICO POWER CO LENOIR CITY UTILITIES BOARD		LOAD TAP CHANGER	30000	138000
C734A	со	YAMPA VALLEY		7 POWER DIST. 7 POWER DIST.	12000	69000
C704C	МО	M&A ELECTRIC POWER COOPERATIVE		POWER DIST.	15000	67000
C700A	NC	CITY OF GASTONIA		LOAD TAP CHANGER	7500 17000	67000
C700B	NC	CITY OF GASTONIA	<del></del>	LOAD TAP CHANGER	17000	101250 101250
C696A	TN	CLINTON UTILITIES BOARD		LOAD TAP CHANGER	15000	68800
HA691A	TN	CUMBERLAND ELECTRIC MEMBER		LOAD TAP CHANGER	20000	161000
C704B	МО	M&A ELECTRIC POWER COOPERATIVE	5/23/2017	POWER DIST.	7500	67000
C722A	ОН	SOUTH CENTRAL POWER CO		POWER DIST.	15000	69000
C688A	MN	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
C693A GA234A	FL	MINNESOTA VALLEY COOPERATIVE		POWER DIST.	10000	69000
HA685A	TX	FPL - FLORIDA POWER & LIGHT COMPANY TEXAS-NEW MEXICO POWER CO		POWER DIST.	24000	138000
	FL	FPL - FLORIDA POWER & LIGHT COMPANY	<del></del>	LOAD TAP CHANGER	15000	69000
HA683A	TX	TEXAS-NEW MEXICO POWER CO		POWER DIST.	24000	138000
C594B	NC	TARHEEL ELE. MEM. ASSOC.		POWER DIST.	10000	138000
GA231A	FL	FPL - FLORIDA POWER & LIGHT COMPANY		POWER DIST.	24000	100000
HA675A	GA	CITY OF ATHENS UTILITIES		LOAD TAP CHANGER	30000	161000
C680A	MN	NEW ULM PUBLIC UTILITIES		LOAD TAP CHANGER	15000	68800 Y/39722
C682A	MD	SMECO	5/2/2017	LOAD TAP CHANGER	20000	67000
	IA	MIDAMERICAN ENERGY	5/2/2017	POWER DIST.	5000	69000 X 34500
	SD	EAST RIVER ELECT PWR COOP	4/28/2017	POWER DIST.	7500	69000
	SD	EAST RIVER ELECT PWR COOP	<del>                                     </del>	POWER DIST.	7500	69000
	ME FL	EMERA MAINE		POWER DIST.	2500	69000 X 44000
	SD	FPL - FLORIDA POWER & LIGHT COMPANY  EAST RIVER ELECT PWR COOP		POWER DIST.	24000	138000
	MO	M&A ELECTRIC POWER COOPERATIVE		POWER DIST. POWER DIST.	10000	69000
	ND	MINNKOTA POWER COOP., INC	_	POWER DIST.	7500 1000	67000
	ND	MINNKOTA POWER COOP., INC	<del></del>	POWER DIST.	1000	
C704A	мо	M&A ELECTRIC POWER COOPERATIVE		POWER DIST.	7500	67000
HA649A	CA	MORENO VALLEY ELECTRIC UTILITY		LOAD TAP CHANGER	24000	115000
	CA	MORENO VALLEY ELECTRIC UTILITY	4/17/2017	LOAD TAP CHANGER	24000	115000
	ОН	BUCKEYE RURAL ELECTRIC COOPERA	4/14/2017	POWER DIST.	7500	138000
	ОН	PAULDING PUTNAM ELECT CO-OP	3/17/2017	POWER DIST.	12000	69000
	МО	HDR	<del>                                     </del>	POWER DIST.	15000	67000
	WA DE	CITY OF RICHLAND		LOAD TAP CHANGER	15000	115000Y/66395
	IL	NORRIS ELECTRIC COOP		LOAD TAP CHANGER	20000	69000
$\overline{}$	TX	BRYAN TEXAS UTILITIES		POWER DIST.	5000	69000
	co	CITY OF LOVELAND	_	LOAD TAP CHANGER	10000	69000
	CA	BANNING ELECTRIC DEPARTMENT		LOAD TAP CHANGER	10000	115000
	UT	ST. GEORGE CITY ENERGY		POWER DIST.	15000	69000 X 34500 67000
C670A	AL	ROBERTSDALE ELECTRIC DEPARTMEN		POWER DIST.	12000	110000
HA653A	со	CITY OF LOVELAND		LOAD TAP CHANGER	20000	115000
	TX	NORTH PLAINS ELECTRIC CO-OP	1/27/2017	POWER DIST.	10000	67000
$\overline{}$	AZ	SULPHUR SPRINGS VALLEY ELEC CO	1/23/2017	POWER DIST.	12000	67000
	FL	FLORIDA POWER & LIGHT CO		POWER DIST.	18000	138000
-CD4A	IA	NEW LONDON MUNICIPAL UTILITIES	1/16/2017	LOAD TAP CHANGER	7500	69000
$\overline{}$					7,000	
C612A	MD	TOWN OF EASTON		POWER DIST.	17000	69000
C612A C655A	MD NC	DUKE ENERGY CAROLINAS, LLC	1/5/2017	POWER DIST.	17000 8400	69000
C612A C655A C679A	MD NC SD	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP	1/5/2017 1/3/2017	POWER DIST. POWER DIST.	17000 8400 7500	69000 69000
C612A C655A C679A HA658B	MD NC SD OH	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC	1/5/2017 1/3/2017 12/30/2016	POWER DIST. POWER DIST. LOAD TAP CHANGER	17000 8400 7500 24000	69000 69000 69000
C612A C655A C679A HA658B HA613A	MD NC SD	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A	1/5/2017 1/3/2017 12/30/2016 12/29/2016	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER	17000 8400 7500 24000 30000	69000 69000 69000 115000
C612A C655A C679A HA658B HA613A	MD NC SD OH CO	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST.	17000 8400 7500 24000 30000 8400	69000 69000 69000 115000 69000
C612A C655A C679A HA658B HA613A C646A	MD NC SD OH CO	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER	17000 8400 7500 24000 30000 8400 15000	69000 69000 69000 115000 69000 69000
C612A C655A C679A HA658B HA613A C646A C605A GA215A	MD NC SD OH CO NC	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/16/2016	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. LOAD TAP CHANGER	17000 8400 7500 24000 30000 8400	69000 69000 69000 115000 69000 69000
C612A C655A C679A HA658B HA613A C646A C605A GA215A HA658A	MD NC SD OH CO NC IA FL	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY FLORIDA POWER & LIGHT CO	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/16/2016 12/9/2016	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  POWER DIST.	17000 8400 7500 24000 30000 8400 15000 24000	69000 69000 69000 115000 69000 69000 138000 69000
C612A C655A C679A HA658B HA613A C646A C605A HA658A HA658A HA658A HA658A HA658A	MD NC SD OH CO NC IA FL OH FL ND	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY FLORIDA POWER & LIGHT CO UNION RURAL ELECTRIC COOP, INC FLORIDA POWER & LIGHT CO MOUNTRAIL-WILLIAMS ELECTRIC	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/16/2016 12/9/2016 12/9/2016	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER	17000 8400 7500 24000 30000 8400 15000 24000 24000	69000 69000 69000 115000 69000 69000
C612A C655A C679A HA658B HA613A C646A C605A HA658A HA658A HA658A HA603A HA603B	MD NC SD OH CO NC IA FL OH FL ND ND	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY FLORIDA POWER & LIGHT CO UNION RURAL ELECTRIC COOP, INC FLORIDA POWER & LIGHT CO	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/16/2016 12/9/2016 12/9/2016	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.	17000 8400 7500 24000 30000 8400 15000 24000 24000 24000	69000 69000 69000 115000 69000 69000 138000 69000 138000
C612A C655A C679A HA658B HA613A C646A C605A HA658A HA658A HA658A HA603A HA603B	MD NC SD OH CO NC IA FL OH FL ND ND IA	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY FLORIDA POWER & LIGHT CO UNION RURAL ELECTRIC COOP, INC FLORIDA POWER & LIGHT CO MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MIDAMERICAN ENERGY	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/16/2016 12/9/2016 12/9/2016 12/5/2016	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER	17000 8400 7500 24000 30000 8400 15000 24000 24000 24000 24000 30000	69000 69000 115000 69000 69000 138000 69000 138000 115000
C612A C655A C679A HA658B HA613A C646A C605A HA658A HA658A HA658A HA603A HA603B HA603B	MD NC SD OH CO NC IA FL OH FL ND ND IA	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY FLORIDA POWER & LIGHT CO UNION RURAL ELECTRIC COOP, INC FLORIDA POWER & LIGHT CO MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MIDAMERICAN ENERGY LA PORTE CITY MUNICIPAL UTILIT	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/19/2016 12/9/2016 12/9/2016 12/5/2016 12/5/2016 12/2/2016	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER	17000 8400 7500 24000 30000 8400 15000 24000 24000 24000 24000 30000 30000	69000 69000 115000 69000 69000 138000 69000 138000 115000
C612A C655A C679A HA658B HA613A C646A C605A GA215A HA658A GA214A HA603A HA603B HA603B HA603A HA603A HA603A	MD NC SD OH CO NC IA FL OH FL ND ND IA	DUKE ENERGY CAROLINAS, LLC EAST RIVER ELECT PWR COOP UNION RURAL ELECTRIC COOP, INC INTERMOUNTAIN RURAL ELECTRIC A DUKE ENERGY CAROLINAS, LLC MIDAMERICAN ENERGY FLORIDA POWER & LIGHT CO UNION RURAL ELECTRIC COOP, INC FLORIDA POWER & LIGHT CO MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MIDAMERICAN ENERGY	1/5/2017 1/3/2017 12/30/2016 12/29/2016 12/27/2016 12/19/2016 12/19/2016 12/9/2016 12/9/2016 12/5/2016 12/5/2016 12/2/2016 12/2/2016 12/2/2016	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.	17000 8400 7500 24000 30000 8400 15000 24000 24000 24000 30000 30000 5000	69000 69000 115000 69000 69000 138000 69000 138000 115000 115000 69000x34500

C641A	CA	BANNING ELECTRIC DEPARTMENT	11/18/2016	LOAD TAP CHANGER	10000	60000 V 3450
HA648A	TX	BROWNSVILLE PUBLIC UTL.		LOAD TAP CHANGER	15000	69000 X 3450
HA652A	CA	CITY OF LODI, CA		LOAD TAP CHANGER	19000	13800
C648A	IA	PANORA MUNICIPAL ELECTRICAL UT		POWER DIST.	5000	69000 X 3450
HA655A	WA	KLICKITAT PUD		POWER DIST.	20000	115000X6900
GA206A	TN	SMITHVILLE ELECTRIC SYSTEM	11/8/2016	LOAD TAP CHANGER	25000	161700
HA647A	WA	CLARK PUBLIC UTILITIES RIVER R		LOAD TAP CHANGER	20000	115000
HA642B	AL	SOUTHERN COMPANY GENERATION	11/4/2016		37000	161000
C639A	ND	BURKE-DIVIDE ELECTRIC COOP	11/3/2016	POWER DIST.	10000	115000
HA591A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	11/1/2016	LOAD TAP CHANGER	30000	115000
HA613B	со	INTERMOUNTAIN RURAL ELECTRIC A	10/28/2016	LOAD TAP CHANGER	30000	115000
HA642A	AL	SOUTHERN COMPANY GENERATION	10/28/2016	STEP UP	37000	230000
C642A	SC	CITY OF CAMDEN	10/28/2016	LOAD TAP CHANGER	12000	115000
HA645A	AR	CITY OF NORTH LITTLE ROCK	10/27/2016	LOAD TAP CHANGER	30000	115000
HA640A	ОК	PEOPLES ELECT COOPERATIVE	10/26/2016	LOAD TAP CHANGER	15000	138000
HA640B	ОК	PEOPLES ELECT COOPERATIVE	10/26/2016	LOAD TAP CHANGER	15000	138000
C637A	ОН	VILLAGE OF LODI, OH		POWER DIST.	7500	67000
C613A	KY	BOWLING GREEN MUNICIPAL UTILIT	10/7/2016	LOAD TAP CHANGER	12000	69000
HA639A	MI	MIDWEST ENERGY COOPERATIVE		POWER DIST.	10000	138000
C594C	NC	TARHEEL ELE. MEM. ASSOC.		POWER DIST.	15000	100000 X 43800
C632A	MN	MEEKER COOPERATIVE LIGHT & PWR		POWER DIST.	5000	69000
C611A	MI	UPPC -UPPER PENINSULA POWER CO		POWER DIST.	12000	69000
C6118	MI	UPPC -UPPER PENINSULA POWER CO		POWER DIST.	5000	69000
HA643A	MN	SHAKOPEE PUBLIC UTILITIES COMM		LOAD TAP CHANGER	25000	115000
GA208A GA203A	MT	GOLDENWEST ELECTRIC COOP INC		LOAD TAP CHANGER	30000	115000
WM301A		MDU RESOURCES GROUP INC.		LOAD TAP CHANGER	50000	230000
HA637A		DYNEGY GENERATION		POWER DIST.	3000	69000
C594A	WA NC	GRAYS HARBOR PUD NO. 1		LOAD TAP CHANGER	15000	115000 X 69000
HA613C	CO	TARHEEL ELE. MEM. ASSOC.		POWER DIST.	15000	100000
B125D	MS	INTERMOUNTAIN RURAL ELECTRIC A		LOAD TAP CHANGER	15000	115000
	1000	SOUTHERN PINE ELEC POWER ASSOC		POWER DIST.	12000	67000
C595A C595B	KY	KENERGY CORP		POWER DIST.	12000	69000
C598A	IA IA	KENERGY CORP		POWER DIST.	12000	69000
HA644A	co	GUTHRIE COUNTY REC		POWER DIST.	5000	69000 X 34500
C571A	ОН	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	10000	67000
C580A	ОН	PAULDING PUTNAM ELECT CO-OP  CITY OF CELINA		POWER DIST.	12000	69000
C589A	ND	<del></del>	<del></del>	POWER DIST.	10000	67000
GA202A	DE	DELAWARE ELECTRIC CO-OP INC		POWER DIST.	12000	115000
HA619A	AL	JOE WHEELER EMC	$\rightarrow$	LOAD TAP CHANGER	20000	138000
C555A	WI	CITY OF RIVER FALLS, WI	$\overline{}$	LOAD TAP CHANGER	20000	161000
C570A	ОН	TIPP CITY - OH		LOAD TAP CHANGER	22000	67000
HA636A	MT	FLATHEAD ELECTRIC CO-OP INC		LOAD TAP CHANGER	12000	67000
C468A	PA	UGI UTILITIES INC.		LOAD TAP CHANGER	15000	69000X34500
C564A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	66000
HA623B	WA	DOUGLAS CO. PUD		POWER DIST.	15000	115000
GA201A	FL	CITY OF OCALA		LOAD TAP CHANGER	42000	115000
C568A	AL	CENTRAL ALABAMA ELECTRIC CO-OP		AUTOTRANSFORMER	90000	230000
C550A	NC	CITY OF KINSTON		POWER DIST.	12000	112750
C561A	KS	SEDGWICK CO ELECTRIC COOP	$\overline{}$	POWER DIST.	20000	115000
C600A	IL	ENERSTAR POWER CORPORATION			7500	67000
C562A	WI	CENTRAL WISCONSIN ELECTRIC COO		POWER DIST.	5000	69000
C566A	ОН	HANCOCK-WOOD ELECTRIC CO-OP		POWER DIST.	10000	69000
551A	UT	ST. GEORGE CITY ENERGY		POWER DIST.		69000
563A	SD	WEST CENTRAL ELECTRIC COOP, INC		POWER DIST.	15000	67000
551B	UT	ST. GEORGE CITY ENERGY		POWER DIST.	7500 15000	67000
HA597D	TX	PEDERNALES ELECTRIC COOP.INC		-OAD TAP CHANGER	25000	67000
2553A	WI	ADAMS COLUMBIA ELECTRIC COOP		POWER DIST.	12000	138000
532A	VA	SOUTHSIDE ELECTRIC COOP.		POWER DIST.	15000	69000
	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	115000X67000
_	WA	DOUGLAS CO. PUD		OAD TAP CHANGER	42000	69000
	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000 115000
1A629B	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
332A	MN	EAST CENTRAL ENERGY		POWER DIST.	15000	69000
5378	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
537C	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	
	WA	ELMHURST MUTUAL POWER & LIGHT		POWER DIST.	17000	69000 115000
	ND	MCKENZIE ELECTRIC COOP	5/27/2016 F		15000	
536A	IL	NORRIS ELECTRIC COOP	5/20/2016		5000	115000
		INTERMOUNTAIN RURAL ELECTRIC A				69000
1A631A	co					
	SD	EAST RIVER ELECT PWR COOP	5/18/2016 P	OAD TAP CHANGER	7500	115000 69000

C533B	IN	WABASH VALLEY POWER ASSOC	1 4/00/004			
C507A	VT	GREEN MOUNTAIN POWER CORP		POWER DIST.	5000	69000 X 34500
C533A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	15000	69000 X 46000
HA6208	TX	RIO GRANDE ELECTRIC COOP		LOAD TAP CHANGER	5000 15000	69000
C516A	KS	LANE-SCOTT ELECTRICAL COOP		POWER DIST.	17000	115000
HA620A	TX	RIO GRANDE ELECTRIC COOP		LOAD TAP CHANGER	15000	115000
HA616A	OR	COLUMBIA RIVER PUD		LOAD TAP CHANGER	15000	115000
C506A	МО	KANSAS CITY POWER & LIGHT CO		POWER DIST.	3000	67000
C495A	AZ	SULPHUR SPRINGS VALLEY ELEC CO	3/21/2016		12000	67000
C505A	МІ	CITY OF ESCANABA	3/21/2016	POWER DIST.	17000	67000
C466A	NC	DUKE ENERGY CORP	3/14/2016	POWER DIST.	8400	69000
HA597C	TX	PEDERNALES ELECTRIC COOP.INC	3/11/2016	LOAD TAP CHANGER	25000	138000
C499A	NC	DUKE ENERGY CAROLINAS, LLC	3/10/2016	POWER DIST.	8400	69000
C466B	NC	DUKE ENERGY CORP		POWER DIST.	8400	69000
C475A	AL	CITY OF TROY UTILITIES		POWER DIST.	12000	112750
HA546M	SC	PEE DEE ELECTRIC COOP		POWER DIST.	15000	230000
HA605B	ND	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	15000	115000
HA615A HA569D	CO ND	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	10000	67000
HA605A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
C498A	WY	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	15000	115000
C493A	ND	POWDER RIVER ELECTRIC		POWER DIST.	7500	69000
HA614A	TX	MINNKOTA POWER COOP., INC SOUTH TEXAS ELECTRIC COOP.		POWER DIST.	5000	68800
C418A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER POWER DIST.	15000	138000
C433A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	15000	115000
HA569C	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	8400 15000	69000
C437A	TN	KNOXVILLE UTILITY BOARD		POWER DIST.		115000
HA597A	TX	PEDERNALES ELECTRIC COOP.INC		LOAD TAP CHANGER	15000 25000	66000Y/38105
HA604A	WA	BENTON PUD		POWER DIST.	10000	138000
C448B	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	15000	115000 115000
C459A	UT	SANTA CLARA CITY PWR DEPT.		POWER DIST.	10000	67000
HA597B	TX	PEDERNALES ELECTRIC COOP.INC		LOAD TAP CHANGER	25000	138000
C448A	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	15000	115000
HA593A	WA	GRAYS HARBOR PUD NO. 1	11/13/2015	LOAD TAP CHANGER	15000	69000
C417A	AZ	SULPHUR SPRINGS VALLEY ELEC CO	11/6/2015	POWER DIST.	12000	67000
HA588A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	11/2/2015	LOAD TAP CHANGER	30000	115000
HA569B	ND	MCKENZIE ELECTRIC COOP	10/30/2015	POWER DIST.	15000	115000
HA585A	GA	CITY OF ATHENS UTILITIES		LOAD TAP CHANGER	30000	161000
C385A	МО	CITIZENS ELECTRIC CORP		POWER DIST.	5000	67000
HA569A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
C432A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
HA589A C419A	WA ND	CLARK PUBLIC UTILITIES RIVER R	_	LOAD TAP CHANGER	20000	115000
C419A C419B	ND	MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
C388A	IL	CITY OF MARSHALL		POWER DIST.	15000	115000
C393A	NC	TARHEEL ELE. MEM. ASSOC.		LOAD TAP CHANGER POWER DIST.	15000	69000
HA561B	LA	BEAUREGARD ELECTRIC COOP		LOAD TAP CHANGER	15000 50000	104500
	ОН	UNION RURAL ELECTRIC COOP, INC		POWER DIST.	15000	138000 X 6000
	ND	SLOPE ELECTRIC COOPERATIVE		POWER DIST.	15000	138000 X 6900
C378A	TX	DUKE ENERGY INTERNATIONAL		POWER DIST.	3750	115000 101250
HA579A	AK	CHUGACH ELEC ASSOC		POWER DIST.	10000	138000 GRD Y
HA590A	он	UNION RURAL ELECTRIC COOP, INC		POWER DIST.	15000	138000 X 6900
C383A	WI	ADAMS COLUMBIA ELECTRIC COOP		POWER DIST.	12000	69000
C346A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	12000	67000
C410A	IA	GUTHRIE COUNTY REC	9/17/2015	POWER DIST.	5000	69000 X 34500
C349Z	ND	MCKENZIE ELECTRIC COOP	9/11/2015	POWER DIST.	15000	115000
C392A	MS	COAST ELECTRIC PWR ASSOCIATION	9/8/2015	POWER DIST.	15000	115000
C349Y	ND	MCKENZIE ELECTRIC COOP	9/4/2015	POWER DIST.	15000	115000
C356A	IL	ENERSTAR POWER CORPORATION	8/24/2015	POWER DIST.	5000	69000
HA566A	AZ	ELECTRICAL DISTRICT #3	8/21/2015	LOAD TAP CHANGER	18000	69000
C307A	KY	FRANKFORT PLANT BOARD	8/17/2015	POWER DIST.	15000	69000
	AZ	ELECTRICAL DISTRICT #3		LOAD TAP CHANGER	12000	69000
	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
	SC	PEE DEE ELECTRIC COOP		POWER DIST.	15000	230000
	SC	PEE DEE ELECTRIC COOP		POWER DIST.	15000	230000
-	OR	CENTRAL LINCOLN PUD		LOAD TAP CHANGER	15000	115000
	LA ND	BEAUREGARD ELECTRIC COOP		LOAD TAP CHANGER	50000	138000
	ND	CENTRAL POWER ELEC. COOP. INC. MCKENZIE ELECTRIC COOP		POWER DIST.	10000	60000
	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	0	115000
$\overline{}$	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST. POWER DIST.	10000	115000
	_	<del></del>	$\rightarrow$		10000	60000
	WY	POWDER RIVER ELECTRIC	$\rightarrow$	POWER DIST.	3750	

T	1	Ti-				_
C370A	SD	EAST RIVER ELECT PWR COOP	7/30/2019	POWER DIST.	10000	69000
C366A	ND	CENTRAL POWER ELEC. COOP. INC.	7/28/2019	POWER DIST.	12000	115000
C366B	ND	CENTRAL POWER ELEC. COOP. INC.	7/28/2019	POWER DIST.	12000	115000
HA568C	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
C3495	ND	MCKENZIE ELECTRIC COOP		POWER DIST.		
C367D	SD	EAST RIVER ELECT PWR COOP		<del></del>	15000	115000
				POWER DIST.	7500	69000
C367E	SD	EAST RIVER ELECT PWR COOP	7/17/2019	POWER DIST.	7500	69000
HA556A	WA	SKAMANIA PUD	7/17/2019	POWER DIST.	5000	115000
HA574A	WA	CITY OF ELLENSBURG	7/17/2015	LOAD TAP CHANGER	20000	115000
C367C	SD	EAST RIVER ELECT PWR COOP	7/6/2019	POWER DIST.	7500	69000
HA573B	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.		· · · · · · · · · · · · · · · · · · ·
	KS				15000	115000
C376A	<del></del>	ELECTRICOMM INC		POWER DIST.	10000	67000
C374A	IL	JO-CARROLL ELECTRIC	6/24/2015	POWER DIST.	7500	69000
C293A	ОН	DARKE RURAL ELECTRIC COOP	6/22/2019	POWER DIST.	12000	69000
C367B	SD	EAST RIVER ELECT PWR COOP	6/19/2015	POWER DIST.	7500	69000
C352A	MN	MINNESOTA VALLEY COOPERATIVE		POWER DIST.	7500	
HA581A	WA	CLARK PUBLIC UTILITIES RIVER R				69000
	+			LOAD TAP CHANGER	20000	115000
C367A	SD	EAST RIVER ELECT PWR COOP	6/8/2015	POWER DIST.	7500	
C349F	ND	MCKENZIE ELECTRIC COOP	6/5/2015	POWER DIST.	15000	115000
HA554A	TX	RITA BLANCA ELECTRIC CO-OP	6/5/2015	LOAD TAP CHANGER	18000	115000
C349E	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
C350A	SD	WEST CENTRAL ELECTRIC COOP, INC		POWER DIST.	5000	
C331A	MN	EAST CENTRAL ENERGY		<del></del>		67000
	+			POWER DIST.	15000	69000
HA532B	MA	WAKEFIELD MUNICIPAL GAS&LIGHT		LOAD TAP CHANGER	36000	115000
HA568B	ND	MCKENZIE ELECTRIC COOP	5/22/2015	POWER DIST.	15000	115000
HA573A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	5/22/2015	POWER DIST.	15000	115000
HA532A	МА	WAKEFIELD MUNICIPAL GAS&LIGHT		LOAD TAP CHANGER	36000	115000
C349D	ND	MCKENZIE ELECTRIC COOP		POWER DIST.		
HA568A	ND				15000	115000
$\overline{}$		MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
C349C	ND	MCKENZIE ELECTRIC COOP	5/15/2015	POWER DIST.	15000	115000
C349B	ND	MCKENZIE ELECTRIC COOP	5/8/2015	POWER DIST.	15000	115000
HA558A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	5/8/2015	POWER DIST.	15000	115000
C321A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	10000	115000
C258C	ND	ROUGHRIDER ELECTRIC COOP		POWER DIST.		
C334A	IL			<del></del>	12000	115000GRDY/663
		NORRIS ELECTRIC COOP		POWER DIST.	5000	69000
HA559A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	5/1/2015	POWER DIST.	15000	115000
HA555A	ND	MDU RESOURCES GROUP INC.	5/1/2015	POWER DIST.	18000	115000
C323A	IN	WABASH VALLEY POWER ASSOC	4/29/2015	POWER DIST.	10000	67000 X 33500
C327A	lco	WESTERN UNITED ELECTRIC SUPPLY	4/28/2015	POWER DIST.	5000	69000 X 34500
C340C	AR	ARKANSAS VALLEY ELECTRIC CO-OP		POWER DIST.	12000	
$\overline{}$	_					69000
C340B	AR	ARKANSAS VALLEY ELECTRIC CO-OP	<del></del>	POWER DIST.	12000	69000
C258B	ND	ROUGHRIDER ELECTRIC COOP	4/22/2015	POWER DIST.	12000	115000GRDY/663
C258A	ND	ROUGHRIDER ELECTRIC COOP	4/21/2015	POWER DIST.	12000	115000GRDY/663
C288A	NE	RVW INC	4/17/2015	POWER DIST.	5000	69000
C349A	ND	MCKENZIE ELECTRIC COOP	4/17/2015	POWER DIST.	15000	115000
HA543A	AR	FIRST ELECTRIC COOPERATIVE CO		POWER DIST.		
C340A					18000	115000X69000
	AR	ARKANSAS VALLEY ELECTRIC CO-OP		POWER DIST.	12000	69000
C313A	LA	POINTE COUPEE ELECTRIC		POWER DIST.	5000	67000 X 33500
C301A	TX	BAILEY COUNTY ELECTRIC CO-OP	4/6/2015	POWER DIST.	10000	115000
C319A	TX	NORTH PLAINS ELECTRIC CO-OP	3/28/2015	POWER DIST.	10000	67000
HA536A	ОН	LICKING RURAL ELECTRIFICATION	_	POWER DIST.	12000	138000
HA545A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	
						115000
C296A	IL	JO-CARROLL ELECTRIC		POWER DIST.	10000	69000
C312A	CA	EDISON MATERIAL SUPPLY LLC.		POWER DIST.	2000	67000
C302A	NE	NIOBRARA VALLEY ELECTRIC COOP	3/5/2015	POWER DIST.	7500	69000
C271A	со	SAN MIGUEL POWER ASSOCIATION	2/18/2015	POWER DIST.	10000	67000
HA542A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
C279A	со	SAN MIGUEL POWER ASSOCIATION	<del></del>	POWER DIST.	10000	67000
HA531B	co	WESTERN UNITED ELECTRIC SUPPLY				
				POWER DIST.	10000	67000
HA531A	co	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	10000	67000
HA534B	ND	MCKENZIE ELECTRIC COOP	2/6/2015	LOAD TAP CHANGER	30000	115000
C462A	IL	THE CITY OF FLORA	1/26/2015	LOAD TAP CHANGER	15000	67000
HA534A	ND	MCKENZIE ELECTRIC COOP	1/24/2015	LOAD TAP CHANGER	30000	115000
HA533A	ND	MOR-GRAN-SOU ELECTRIC COOP		POWER DIST.	10000	115000
HA521A	TX	RITA BLANCA ELECTRIC CO-OP				
				LOAD TAP CHANGER	15000	115000
	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
HA526A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	1/10/2015	LOAD TAP CHANGER	15000	115000
	MD	CHOPTANK ELECTRIC COOP	1/5/2015	LOAD TAP CHANGER	15000	69000
C246A		MINNKOTA POWER COOP., INC	12/30/2014	POWER DIST.	5000	68800
C246A C265B	ND				5555	20000
C265B		BEAUREGARD ELECTRIC COOP	12/26/2014	POWER DIST	250001	canno
C265B HA524A	LA	BEAUREGARD ELECTRIC COOP		POWER DIST.	25000	69000
C265B HA524A HA517A	LA CA	CITY OF RIVERSIDE PUBLIC UTILI	12/23/2014	POWER DIST.	18000	67000
C265B HA524A HA517A C265A	LA		12/23/2014 12/11/2014			

C248A	ND	CENTRAL POWER ELEC. COOP. INC.	12/4/2014	POWER DIST.	10000	115000
C193A	NC	TOWN OF AYDEN		POWER DIST.	12000	115000 115000
WM064A	\ IL	CORNBELT ENERGY CORPORATION		POWER DIST.	5000	69000
C195D	IN	HOOSIER ENERGY REC,INC.		POWER DIST.	12000	69000
HA505B	TX	CITY OF GEORGETOWN	11/14/2014	LOAD TAP CHANGER	25000	138000
C195C	IN	HOOSIER ENERGY REC,INC.	11/12/2014	POWER DIST.	12000	69000
WM069A		BORDER STATES ELECTRIC SUPPLY		POWER DIST.	5000	69000
C259A C188A	IA NC	GUTHRIE COUNTY REC		POWER DIST.	5000	69000 X 34500
HA505A	TX	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
C116A	NC	CITY OF GEORGETOWN  DUKE ENERGY CAROLINAS, LLC		LOAD TAP CHANGER	25000	138000
C117A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
WM032A		SOUTHWEST IOWA RURAL ELECTRIC		POWER DIST.	8400 3750	69000
WM052A	MN	REDWOOD ELECTRIC COOPERATIVE		POWER DIST.	5000	69000
C195A	IN	HOOSIER ENERGY REC,INC.		POWER DIST.	12000	67000 69000
C195B	IN	HOOSIER ENERGY REC,INC.	10/27/2014	POWER DIST.	12000	69000
HA508C	CA	SAN DIEGO GAS & ELECTRIC CO.	10/24/2014	POWER DIST.	5000	138000
HA488A	TX	UTILITECH POWER PRODUCTS LLC	10/17/2014	POWER DIST.	5000	138000 X 69000
HA508B	CA	SAN DIEGO GAS & ELECTRIC CO.		POWER DIST.	5000	138000
HA506A C163A	OK UT	CITY OF ALTUS		POWER DIST.	15000	138000
C168A	TX	GARKANE ENERGY COOPERATIVE CONCHO VALLEY ELECTRIC COOP		POWER DIST.	10000	67000
HA504A	TX	NORTH PLAINS ELECTRIC CO-OP		POWER DIST.	10000	138000X69000
HA508A	CA	SAN DIEGO GAS & ELECTRIC CO.		LOAD TAP CHANGER POWER DIST.	12000	115000 X 69000
C177D	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	138000
HA516A	TX	UTILITECH POWER PRODUCTS LLC		LOAD TAP CHANGER	12000	69000 69000
HA479B	MA	SHREWSBURY ELECTRIC AND CABLE		LOAD TAP CHANGER	36000	115000
C183A	IL	THE CITY OF FLORA		LOAD TAP CHANGER	15000	67000
HA498A	WA	GRAYS HARBOR PUD NO. 1	9/26/2014	LOAD TAP CHANGER	15000	115000 X 69000
HA467A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	9/12/2014	POWER DIST.	15000	115000
HA452A	DE	PEPCO HOLDINGS INC		LOAD TAP CHANGER	22000	69000
C177C HA496A	ND ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	69000
HA452B	DE	MCKENZIE ELECTRIC COOP  PEPCO HOLDINGS INC		POWER DIST.	15000	115000 X 69000
C177A	ND	CENTRAL POWER ELEC. COOP. INC.		LOAD TAP CHANGER	22000	69000
C177B	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST. POWER DIST.	5000	69000
C176A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	69000
C158A	VA	A & N ELECTRIC COOP		LOAD TAP CHANGER	15000	69000Y/39837
HA491A	MT	SHERIDAN ELECTRIC COOP		POWER DIST.	15000	115000
HA497A	MS	DIXIE ELEC. POWER ASSOCIATION	8/8/2014	POWER DIST.	10000	69000
HA479A	MA	SHREWSBURY ELECTRIC AND CABLE	8/8/2014	LOAD TAP CHANGER	36000	115000
C166A	СО	WESTERN UNITED ELECTRIC SUPPLY	8/1/2014	POWER DIST.	5000	67000 X 43800
HA478A	MT	LOWER YELLOWSTONE VALLEY EC		POWER DIST.	12000	115000
HA495A C149A	OK ND	TRI COUNTY ELECTRIC COOP MINNKOTA POWER COOP., INC		POWER DIST.	10000	115000
C157A	IL	NORRIS ELECTRIC COOP		POWER DIST. POWER DIST.	7500	68800
HA494A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	69000
	NC	TARHEEL ELE. MEM. ASSOC.		MOTOR-STARTING	15000	115000
	LA	JEFFERSON DAVIS ELECTRIC COOP		POWER DIST.	10000	115000 67000
HA481A	UT	DIXIE ESCALANTE ELECTRIC		POWER DIST.	10000	67000
HA483A	NE	CITY OF WEST POINT	7/11/2014	LOAD TAP CHANGER	15000	69000 X 34500
HA484A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	10000	67000
C141A	NY	NATIONAL GRID		MOTOR-STARTING	9000	69000
HA446A	CA	KIRKWOOD MEADOWS PUD		POWER DIST.	7500	115000
HA482A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
HA451A C135D	SD	UTILITECH POWER PRODUCTS LLC		POWER DIST.	20000	138000
	SD	EAST RIVER ELECT PWR COOP  EAST RIVER ELECT PWR COOP		POWER DIST.	15000	115000 X 69000
	ND	MOUNTRAIL-WILLIAMS ELECTRIC	$\rightarrow$	POWER DIST. POWER DIST.	7500	69000
	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	15000 7500	115000
	NC	TARHEEL ELE. MEM. ASSOC.		POWER DIST.	15000	69000 115000
C127A	NM	LEA COUNTY ELECTRIC CO-OP INC.		LOAD TAP CHANGER	10000	67000
	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
	TX	CONCHO VALLEY ELECTRIC COOP	5/20/2014	POWER DIST.	10000	67000
	NM	LEA COUNTY ELECTRIC CO-OP INC.		LOAD TAP CHANGER	10000	69000
	ND	ROUGHRIDER ELECTRIC COOP		POWER DIST.	7500	69000
	AR	ARKANSAS ELECTRIC COOP CORP.		POWER DIST.	10000	115000
	CA	CITY OF COLTON		LOAD TAP CHANGER	15000	69000
	ND	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	10000	68800
~	ND					445000
1A413A	ND A7		4/29/2014		15000	115000
HA413A HA480A	ND AZ ND	GILA RIVER INDIAN AUTHORITY  MOUNTRAIL-WILLIAMS ELECTRIC	4/28/2014	POWER DIST. POWER DIST.	15000 10000 15000	67000 115000

HA436A	WY	LOWER VALLEY EC	4/11/2014 POWER I	DIST.	200
HA471A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	4/11/2014 POWER I		000 1150
C065A	TX	UPSHUR RURAL ELECTRIC COOP	4/4/2014 POWER I		000 1150
HA455B	NC	TARHEEL ELE. MEM. ASSOC.	3/28/2014 POWER (	10	
HA455C	NC	TARHEEL ELE. MEM. ASSOC.	3/28/2014 POWER (		000 1150 000 1150
HA468A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	3/27/2014 POWER (		000 1150
C038A	TX	CONCHO VALLEY ELECTRIC COOP	3/24/2014 POWER (		000 1380
HA445A	UT	MOON LAKE ELECTRICAL	3/24/2014 LOAD TA	P CHANGER 12	000 138000 X 690
HA444B HA444C	AR	CITY OF NORTH LITTLE ROCK	3/21/2014 POWER [		000 690
C099A	WA	CITY OF NORTH LITTLE ROCK	3/21/2014 POWER (		000 690
C085D	IA	T.I.P. REC	3/19/2014 POWER (		000 1150
HA424C	WA	BENTON PUD	3/17/2014 POWER D 3/17/2014 POWER D		69000 Y/ 398
HA444A	AR	CITY OF NORTH LITTLE ROCK	3/14/2014 POWER D		000 1150
HA444D	AR	CITY OF NORTH LITTLE ROCK	3/14/2014 POWER D		000 690
C049A	NE	CEDAR KNOX PUBLIC PWR DISTRICT	3/13/2014 POWER D		690 690
C085C	IA	T.I.P. REC	3/13/2014 POWER D		6900 Y/ 398
C064A	KY	KENERGY CORP	3/10/2014 POWER D		000 670
C085B	IA	T.I.P. REC	3/7/2014 POWER D		000 69000 Y/398
C026A	NC	TARHEEL ELE. MEM. ASSOC.	3/7/2014 POWER D		000 115000X690
C085A	IA	T.I.P. REC	3/6/2014 POWER D		00 69000 Y/39837 X 34500 Y/199
HA426A HA447A	TX MS	UTILITECH POWER PRODUCTS LLC	3/5/2014 LOAD TAI		
HA443A	MS	SOUTHWEST MISSISSIPPI ELECTRIC  COAST ELECTRIC PWR ASSOCIATION	2/28/2014 POWER D		
HA434A	MN	GOLDEN SPREAD ELECTRIC	2/27/2014 POWER D 2/21/2014 AUTOTRA		
C068A	ОН	DUKE ENERGY RENEWABLES	2/14/2014 POWER D		
C048B	IL	CITY OF MCLEANSBORO	2/11/2014 POWER D		2500
HA425B	AL	S. B. S. ELECTRIC SUPPLY CO.	1/24/2014 POWER D		
C063A	IL	EASTERN ILLINI ELECTRIC	1/22/2014 POWER D		00 670
C057A	NE	ELKHORN RURAL PPD	1/21/2014 POWER D		00 690
	IL	CITY OF MCLEANSBORO	1/15/2014 POWER D	IST. 100	
	МО	CITIZENS ELECTRIC CORP	1/14/2014 POWER D		00 670
C032A C032B	IN	HOOSIER ENERGY REC,INC.	1/10/2014 POWER D		
C043A	OK	HOOSIER ENERGY REC,INC. TRI COUNTY ELECTRIC COOP	1/10/2014 POWER D		030
	AL	S. B. S. ELECTRIC SUPPLY CO.	1/10/2014 POWER D 1/10/2014 POWER D		
	TX	BAILEY COUNTY ELECTRIC CO-OP	1/6/2014 POWER D		
	AL	RIVIERA UTILITIES	12/20/2013 POWER D		
011A	sc	NEWBERRY ELECTRIC COOPERATIVE	12/16/2013 POWER D		
037B	TX	NORTH PLAINS ELECTRIC CO-OP	12/16/2013 POWER D		
1A424B	WA	BENTON PUD	12/13/2013 LOAD TAP		
$- \rightarrow$	AL	RIVIERA UTILITIES	12/13/2013 POWER D	IST. 150	
$\overline{}$	TX	CONCHO VALLEY ELECTRIC COOP	12/9/2013 POWER D		
	WA	BENTON PUD	12/6/2013 LOAD TAP		00 1150
	TX	NORTH PLAINS ELECTRIC CO-OP	12/2/2013 POWER DI		
	NE NE	KRIZ-DAVIS CO. KRIZ-DAVIS CO.	11/22/2013 AUTOTRA		
	MT	LOWER YELLOWSTONE VALLEY EC	11/22/2013 AUTOTRA		
	NE	KRIZ-DAVIS CO.	11/22/2013 POWER DI 11/21/2013 AUTOTRAI		
$\overline{}$	мт	SHERIDAN ELECTRIC COOP	11/18/2013 POWER DI		
	ND	MOUNTRAIL-WILLIAMS ELECTRIC	11/18/2013 POWER DI		
IA376A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	11/11/2013 POWER DI		
	со	WESTERN UNITED ELECTRIC SUPPLY	11/1/2013 POWER DI		
	ND	CENTRAL POWER ELEC. COOP. INC.	10/21/2013 LOAD TAP		
	ND	MOUNTRAIL-WILLIAMS ELECTRIC	10/21/2013 POWER DI		
$\rightarrow$	CT	NORTHEAST UTILITIES SER CO	10/21/2013 LOAD TAP		
	NM	CENTRAL VALLEY ELECTRIC CO-OP	10/17/2013 LOAD TAP		
	NM ND	CENTRAL VALLEY ELECTRIC CO-OP	10/17/2013 LOAD TAP		
	ND ND	MCKENZIE ELECTRIC COOP  MCKENZIE ELECTRIC COOP	10/14/2013 POWER DI		
	ND	MCKENZIE ELECTRIC COOP	10/11/2013 POWER DI 10/3/2013 POWER DI		<del></del>
	ND	MOUNTRAIL-WILLIAMS ELECTRIC	9/30/2013 POWER DI		
		MINNKOTA POWER COOP., INC	9/27/2013 POWER DI		
A408A I	ND		9/27/2013 LOAD TAP		
A408A   /L937B	ND TX	TEXAS-NEW MEXICO POWER CO			
A408A     /L937B     A405A   1		TEXAS-NEW MEXICO POWER CO EAST RIVER ELECT PWR COOP	9/24/2013 POWER DI	ST.   751	O
A408A   1 /L937B   1 A405A   1 975E   5	TX				
A408A	TX SD OK SD	EAST RIVER ELECT PWR COOP TRI COUNTY ELECTRIC COOP EAST RIVER ELECT PWR COOP	9/24/2013 POWER DI	CHANGER 800	69000 X 3450
A408A   1 /L937B   1 A405A   7 975E   5 A414A   0 975D   5 A419A   1	TX SD OK SD ND	EAST RIVER ELECT PWR COOP TRI COUNTY ELECTRIC COOP EAST RIVER ELECT PWR COOP MCKENZIE ELECTRIC COOP	9/24/2013 POWER DIS 9/23/2013 LOAD TAP 9/20/2013 POWER DIS 9/20/2013 POWER DIS	CHANGER         800           ST.         750           ST.         1000	69000 X 3450 00 6900
A408A   I VL937B   I A405A   T 975E   S A414A   C 975D   S A419A   N VL937A   N	TX SD OK SD ND	EAST RIVER ELECT PWR COOP TRI COUNTY ELECTRIC COOP EAST RIVER ELECT PWR COOP MCKENZIE ELECTRIC COOP MINNKOTA POWER COOP., INC	9/24/2013 POWER DIS 9/23/2013 LOAD TAP 9/20/2013 POWER DIS	CHANGER         800           ST.         750           ST.         1000	00 69000 X 3450 00 6900 00 11500
A408A   I I/L937B   I A405A   T 975E   S A414A   C 975D   S A419A   N I/L937A   N I/L942A   K	TX SD OK SD ND ND KS	EAST RIVER ELECT PWR COOP TRI COUNTY ELECTRIC COOP EAST RIVER ELECT PWR COOP MCKENZIE ELECTRIC COOP MINNKOTA POWER COOP., INC SEDGWICK CO ELECTRIC COOP	9/24/2013 POWER DIS 9/23/2013 LOAD TAP 9/20/2013 POWER DIS 9/20/2013 POWER DIS	CHANGER         800           ST.         750           ST.         1000           ST.         500	0 69000 X 3450 0 6900 0 11500 0 6880
A408A	TX SD OK SD ND	EAST RIVER ELECT PWR COOP TRI COUNTY ELECTRIC COOP EAST RIVER ELECT PWR COOP MCKENZIE ELECTRIC COOP MINNKOTA POWER COOP., INC	9/24/2013 POWER DI: 9/23/2013 LOAD TAP 9/20/2013 POWER DI: 9/20/2013 POWER DI: 9/20/2013 POWER DI:	CHANGER         800           ST.         750           ST.         1000           ST.         500           ST.         500           ST.         1100	0 69000 X 3450 0 6900 0 11500 0 6880 0 6700

HA364A	MA	CHICOPEE ELECTRIC LIGHT	9/17/2013	LOAD TAP CHANGER	36000	11500
B931	IL	ENERSTAR POWER CORPORATION		POWER DIST.	5000	6900
HA399A	TX	LYNTEGAR ELECTRIC COOP	9/16/2013	POWER DIST.	10000	13800
C008A	PA	UGI ENERGY SERVICES, INC	9/13/2013	GENERATOR STEP UP	30000	66000/GrdY3810
B975C	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	6900
8993A	IA	GUTHRIE COUNTY REC		POWER DIST.	5000	69000 X 3450
HA394A B969A	ND TX	BURKE-DIVIDE ELECTRIC COOP		POWER DIST.	15000	11500
8975B	SD	LYNTEGAR ELECTRIC COOP		POWER DIST.	10000	6700
HA407B	MT	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	6900
HA364B	MA	SHERIDAN ELECTRIC COOP		POWER DIST.	15000	11500
8925C	NC	CHICOPEE ELECTRIC LIGHT CITY OF HIGH POINT		LOAD TAP CHANGER	36000	11500
HA385A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	20000	100000
HA391A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
WL913A	NM	CENTRAL VALLEY ELECTRIC CO-OP		POWER DIST.	15000	11500
B925B	NC	CITY OF HIGH POINT		LOAD TAP CHANGER	5000	6700
B971A	IN	HOOSIER ENERGY REC,INC.		POWER DIST.	20000	10000
B977A	AL	CENTRAL ALABAMA ELECTRIC CO-OP		POWER DIST.	10000	69000
B925A	NC	CITY OF HIGH POINT		LOAD TAP CHANGER	15000 20000	112750
B937A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	10000	100000
B975A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	115000
HA403A	TX	TEXAS-NEW MEXICO POWER CO		LOAD TAP CHANGER	8000	69000
HA390A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	15000	69000 115000
B904A	WI	OCONTO ELECTRIC COOPERATIVE		POWER DIST.	10000	138000Y/79675
B956A	со	WESTERN UNITED ELECTRIC SUPPLY		DEDICATED MOTOR LOADS	5000	67000
B965A	ОН	HANCOCK-WOOD ELECTRIC CO-OP	7/22/2013	POWER DIST.	12000	69000 X 34500
B944A	AR	PETIT JEAN ELECTRIC CO-OP	7/19/2013	POWER DIST.	10000	67000
B930	NE	NORRIS PUBLIC POWER DISTRICT	7/15/2013	POWER DIST.	5000	69000
B940A	ND	CENTRAL POWER ELEC. COOP. INC.	6/28/2013	POWER DIST.	5000	69000
B941A	ND	CENTRAL POWER ELEC. COOP. INC.	6/28/2013	POWER DIST.	10000	69000
B964	ND	CENTRAL POWER ELEC. COOP. INC.	6/28/2013	POWER DIST.	5000	69000
WL918A	ND	MINNKOTA POWER COOP., INC	6/28/2013	POWER DIST.	5000	68800
WL918B	ND	MINNKOTA POWER COOP., INC	6/28/2013	POWER DIST.	5000	68800
3938B	ND	CENTRAL POWER ELEC. COOP. INC.	6/25/2013	POWER DIST.	10000	115000
3876A	со	WESTERN UNITED ELECTRIC SUPPLY	6/24/2013	POWER DIST.	10000	69000
WL922A	WI	ADAMS COLUMBIA ELECTRIC COOP	6/21/2013	POWER DIST.	10000	69000
B938A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	10000	115000
HA401A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
B948A	TX	CONCHO VALLEY ELECTRIC COOP		POWER DIST.	10000	67000
B954A HA369A	MI	SUPERIOR EQUIPMENT & SUPPLY CO		POWER DIST.	10000	69000 x 34500
WL909A	AR ND	ROUGHRIDER ELECTRIC COOPERATIVE		POWER DIST.	12000	67000
8958A	ME	MAINE PUBLIC SERVICE CO.		POWER DIST.	5000	
HA384A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	2500	69000
1A377A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000
3946B	co	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST. POWER DIST.	15000	115000
1A382A	ND	BURKE-DIVIDE ELECTRIC COOP		POWER DIST.	5000	69000 X 34500
	мо	KANSAS CITY POWER & LIGHT CO		LOAD TAP CHANGER	15000	115000
3946A	со	WESTERN UNITED ELECTRIC SUPPLY	$\neg$	POWER DIST.	9000	69000 Grd Y/ 39837
HA351A	ОК	CITY OF STILLWATER		LOAD TAP CHANGER	12000	69000 X 34500
3912A	NE	CUSTER PUBLIC POWER DISTRICT		POWER DIST.	10000	138000
886A	KS	LANE-SCOTT ELECTRICAL COOP		POWER DIST.	15000	69000
892A	NE	CUSTER PUBLIC POWER DISTRICT		POWER DIST.	10000	115000 69000
IA363A	KY	WEST KENTUCKY RECC		POWER DIST.	15000	161000
A332B	GA	CITY OF ATHENS UTILITIES		LOAD TAP CHANGER	24000	161000
879A	MT	YELLOWSTONE VALLEY ELECTRIC		LOAD TAP CHANGER	12000	69000
A358A	GA	CITY OF ATHENS UTILITIES		LOAD TAP CHANGER	30000	161000
902A	MD	CHOPTANK ELECTRIC COOP		POWER DIST.	15000	69000
891A	NE	ELKHORN RURAL PPD		POWER DIST.	10000	69000
855A	TX	RITA BLANCA ELECTRIC CO-OP	3/8/2013	POWER DIST.	12000	115000
890A	TX	BAILEY COUNTY ELECTRIC CO-OP	2/28/2013	POWER DIST.	12000	67000
889A	UT	GARKANE ENERGY COOPERATIVE	2/27/2013	GENERATOR STEP UP	5000	69000 Grd Y/ 39837
L857A	ND	ROUGHRIDER ELECTRIC COOP		POWER DIST.	5000	69000
	AL	HUNTSVILLE UTILITIES	2/20/2013	POWER DIST.	60000	161700GrdY/93358
	GA	CITY OF ATHENS UTILITIES	2/12/2013	OAD TAP CHANGER	24000	161000
A205B	MN	XCEL ENERGY	2/11/2013	AUTOTRANSFORMER	15000	115000
334A	OR	CANBY UTILITY		POWER DIST.	15000	115000 X 57500
853A	NC	CITY OF ALBEMARLE		POWER DIST.	20000	100000
	AL	HUNTSVILLE UTILITIES	2/8/2013	POWER DIST.	60000	161700GrdY/93358
	NE	NORTH CENTRAL PPD	2/4/2013	OWER DIST.	7500	69000
A323A	KS	WHEATLAND ELECTRIC COOPERATIVE	$\overline{}$	OAD TAP CHANGER	15000	138000
	INIC	DUKE ENERGY CAROLINAS, LLC	1/15/2012	OWER DIST.	43000	
	NC TX	TEXAS ELECTRIC COOPERATIVES		POWER DIST.	13000	138000

HA353A	AL	HUNTSVILLE UTILITIES	1/0/2015	DOWER DIST		
B840A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	60000	161700GrdY/93358
B854A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	60000
HA359B	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	10000	69000
8858B	WI	TRMPEALEAU MUNICIPAL ELECTRIC		POWER DIST.	15000	115000
HA354A	AL	HUNTSVILLE UTILITIES		POWER DIST.	8400	67000
B859A	WI	BLOOMER		POWER DIST.	60000	161700GrdY/93358
HA359A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	10000	69000
B836A	MT	HILL COUNTY ELECTRIC CO-OP		POWER DIST.	15000	115000
B818A	ОК	WESTERN FARMERS ELECTRIC COOP		LOAD TAP CHANGER	2500	69000
B858A	wi	TRMPEALEAU MUNICIPAL ELECTRIC		POWER DIST.	7500	67000
HA352A	AL	HUNTSVILLE UTILITIES		POWER DIST.	8400 25000	67000
HA344A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	10000	161700
B844A	sc	NEWBERRY ELECTRIC COOPERATIVE		POWER DIST.	10000	115000
B736A	со	NORTHERN STATES POWER COMPANY		POWER DIST.	12000	69000
HA345A	UT	MOON LAKE ELECTRICAL		LOAD TAP CHANGER	10000	118000 67000
B814A	KY	KENERGY CORP		POWER DIST.	10000	67000
B807A	ND	MDU RESOURCES GROUP INC.		POWER DIST.	10000	69000
B777A	AR	CITY OF SILOAM SPRINGS		POWER DIST.	12000	67000
HA331A	ND	BURKE-DIVIDE ELECTRIC COOP		AUTOTRANSFORMER	15000	115000Y/66395
B800A	FL	CITY OF OCALA		LOAD TAP CHANGER	18000	67000
B796A	MN	PEOPLE'S COOPERATIVE SERVICES		POWER DIST.	5000	69000
HA335A	UT	MOON LAKE ELECTRICAL		LOAD TAP CHANGER	10000	67000
B683A	sc	CITY OF CAMDEN		LOAD TAP CHANGER	20000	115000
B779A	TX	NORTH PLAINS ELECTRIC CO-OP		POWER DIST.	12000	115000 X 69000
B798A	MN	GREAT RIVER ENERGY	9/28/2012	POWER DIST.	10000	69000
HA319A	ND	MDU RESOURCES GROUP INC.		LOAD TAP CHANGER	15000	115000
B785A	MN	LAKE REGION ELECTRIC CO-OP	9/21/2012	POWER DIST.	10000	115000
B792A	WY	NIOBRARA ELECTRIC ASSOCIATION	9/21/2012	POWER DIST.	3750	69000
HA287A	LA	BEAUREGARD ELECTRIC COOP	9/18/2012	LOAD TAP CHANGER	25000	69000
HA320A	ND	ROUGHRIDER ELECTRIC COOP	9/17/2012	POWER DIST.	12000	115000
B771A	IN	TIPMONT RURAL ELECTRIC	9/14/2012	POWER DIST.	10000	69000
B791B	ME	MAINE PUBLIC SERVICE CO.	9/14/2012	POWER DIST.	7500	69000
HA317A	MT	MISSION VALLEY POWER	9/10/2012	POWER DIST.	15000	69000
B763	IL	ENERSTAR POWER CORPORATION	9/7/2012	POWER DIST.	5000	69000
B793A	LA	CONCORDIA ELECTRIC COOPERATIVE	9/7/2012	POWER DIST.	10000	67000
B791C	ME	MAINE PUBLIC SERVICE CO.	9/7/2012	POWER DIST.	7500	69000
B762A	WY	HIGH PLAINS POWER, INC.		POWER DIST.	5000	67000
B791A	ME	MAINE PUBLIC SERVICE CO.	8/24/2012	POWER DIST.	7500	69000
B738D	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
HA315A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	10000	115000
HA315B	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	10000	115000
B776A	IL	PRAIRIE POWER COOP		POWER DIST.	5000	67000
HA305A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	15000	115000 X 56700
WL782A	MN	GOLDEN SPREAD ELECTRIC		POWER DIST.	7500	69000
B709B	TX	NORTH PLAINS ELECTRIC CO-OP		POWER DIST.	12000	115000
B782A	MT	LOWER YELLOWSTONE VALLEY EC		POWER DIST.	12000	115000
	WY	BRIDGER VALLEY ELECTRIC ASSOC.		POWER DIST.	25000	230000Y/132790
B742A	IN	SCOTTSBURG MUNICIPAL ELECTRIC		POWER DIST.	10000	69000
B738C	UT	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
HA312A HA316A	AK	GARKANE ENERGY COOPERATIVE KODIAK ELECTRIC ASSOC.	$\rightarrow$	POWER DIST.	15000	67000
B755	IN			GENERATOR STEP UP	10000	138000 GrdY / 79677
HA313A	ND	WABASH VALLEY POWER ASSOC  MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	10000	67000
B774A	AZ			POWER DIST.	15000	115000
WL811A	SD	TOHONO O'ODHAM UTILITY AUTH		POWER DIST.	7500	69000
WL811B	SD	CITY OF GROTON		POWER DIST.	5000	69000
HA314A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	5000	69000
	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	15000	115000
R7/INA			$\overline{}$	POWER DIST.	5000	69000
B740A	-	IHODEINTON MI INICIDAL LITHITIES			2500	69000 X 34500
WL813A	IA	HOPKINTON MUNICIPAL UTILITIES	7/19/2012			
WL813A WL785A	IA ND	MINNKOTA POWER COOP., INC	7/9/2012	POWER DIST.	5000	68800
WL813A WL785A HA307A	IA ND ND	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC	7/9/2012 6/30/2012	POWER DIST. POWER DIST.	5000 15000	68800 115000
WL813A WL785A HA307A B766A	IA ND ND LA	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP	7/9/2012 6/30/2012 6/29/2012	POWER DIST. POWER DIST. POWER DIST.	5000 15000 10000	68800 115000 69000 X 34500
WL813A WL785A HA307A B766A HA311A	IA ND ND LA AZ	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA	7/9/2012 6/30/2012 6/29/2012 6/25/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	5000 15000 10000 15000	68800 115000 69000 X 34500 69000
WL813A WL785A HA307A B766A HA311A B739A	IA ND ND LA AZ SD	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST.	5000 15000 10000 15000 12000	68800 115000 69000 X 34500 69000 69000
WL813A WL785A HA307A B766A HA311A B739A WL801A	IA ND ND LA AZ SD NM	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP NORA ELEC COOP	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012 6/8/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST.	5000 15000 10000 15000 12000 7500	68800 115000 69000 X 34500 69000 69000 67000
WL813A WL785A HA307A B766A HA311A B739A WL801A B715C	IA ND ND LA AZ SD NM LA	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP NORA ELEC COOP JEFFERSON DAVIS ELECTRIC COOP	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012 6/8/2012 6/1/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST.	5000 15000 10000 15000 12000 7500 10000	68800 115000 69000 X 34500 69000 69000 67000 67000
WL813A WL785A HA307A B766A HA311A B739A WL801A B715C HA297A	IA ND ND LA AZ SD NM LA ND	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP NORA ELEC COOP JEFFERSON DAVIS ELECTRIC COOP MOUNTRAIL-WILLIAMS ELECTRIC	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012 6/8/2012 6/1/2012 6/1/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	5000 15000 10000 15000 12000 7500 10000 15000	68800 115000 69000 X 34500 69000 69000 67000 67000 115000
WL813A WL785A HA307A B766A HA311A B739A WL801A B715C HA297A HA301A	IA ND ND LA AZ SD NM LA ND ND ND	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP NORA ELEC COOP JEFFERSON DAVIS ELECTRIC COOP MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012 6/8/2012 6/1/2012 6/1/2012 6/1/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST.	5000 15000 10000 15000 12000 7500 10000 15000	68800 115000 69000 X 34500 69000 69000 67000 67000 115000
WL813A WL785A HA307A B766A HA311A B739A WL801A B715C HA297A HA301A B709A	IA ND ND LA AZ SD NM LA ND TX	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP NORA ELEC COOP JEFFERSON DAVIS ELECTRIC COOP MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NORTH PLAINS ELECTRIC CO-OP	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012 6/15/2012 6/1/2012 6/1/2012 6/1/2012 5/18/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST.	5000 15000 10000 15000 12000 7500 10000 15000 15000 12000	68800 115000 69000 X 34500 69000 69000 67000 67000 115000 115000
WL813A WL785A HA307A B766A HA311A B739A WL801A B715C HA297A HA301A B709A	IA ND ND LA AZ SD NM LA ND ND ND	MINNKOTA POWER COOP., INC MOUNTRAIL-WILLIAMS ELECTRIC BEAUREGARD ELECTRIC COOP CITY OF MESA EAST RIVER ELECT PWR COOP NORA ELEC COOP JEFFERSON DAVIS ELECTRIC COOP MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC	7/9/2012 6/30/2012 6/29/2012 6/25/2012 6/15/2012 6/15/2012 6/1/2012 6/1/2012 6/1/2012 5/18/2012 5/18/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST.	5000 15000 10000 15000 12000 7500 10000 15000	68800 115000 69000 X 34500 69000 69000 67000 67000 115000

MOUNTRAIL-WILLIAMS ELECTRIC  EAST RIVER ELECT PWR COOP  MOUNTRAIL-WILLIAMS ELECTRIC  MINNKOTA POWER COOP., INC  GOLDEN SPREAD ELECTRIC  JEFFERSON DAVIS ELECTRIC  JEFFERSON DAVIS ELECTRIC  PEPCO HOLDINGS INC  GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOP  BLACK HILLS POWER & LIGHT CO.  WHEATLAND ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	5/11/2012 5/91/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 4/27/2012 4/26/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 3/30/2012 3/2012 3/23/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/17/2012 1/27/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012	LOAD TAP CHANGER POWER DIST. LOAD TAP CHANGER POWER DIST. COAD TAP CHANGER POWER DIST.	15000 7500 15000 7500 7500 7500 7500 750	115000 69000 115000 68800 69000 69000 69000 115000 69000 Y/ 39837 138000 115000 69000 115000 115000 69000 115000
MOUNTRAIL-WILLIAMS ELECTRIC MINNKOTA POWER COOP., INC GOLDEN SPREAD ELECTRIC GOLDEN SPREAD ELECTRIC JEFFERSON DAVIS ELECTRIC COOP MOUNTRAIL-WILLIAMS ELECTRIC PEPCO HOLDINGS INC GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC CITY OF BOULDER, COLOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOPERATIVE	5/11/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 4/27/2012 4/26/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/5/2012 3/30/2012 3/27/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/26/2012 1/13/2012	POWER DIST. LOAD TAP CHANGER POWER DIST. LOAD TAP CHANGER POWER DIST.	15000 7500 7500 7500 7500 7500 7500 7500	115000 68800 69000 69000 67000 115000 69000 115000 69000 115000
MINNKOTA POWER COOP., INC GOLDEN SPREAD ELECTRIC GOLDEN SPREAD ELECTRIC JEFFERSON DAVIS ELECTRIC COOP MOUNTRAIL-WILLIAMS ELECTRIC PEPCO HOLDINGS INC GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC GREAT RIVER ENERGY GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP GITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	5/9/2012 5/9/2012 5/9/2012 5/9/2012 5/9/2012 5/4/2012 4/27/2012 4/26/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/5/2012 3/30/2012 3/27/2012 3/13/2012 2/24/2012 2/17/2012 2/17/2012 2/10/2012 1/27/2012 1/26/2012 1/26/2012 1/26/2012 1/13/2012	POWER DIST.  COAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.	7500 7500 7500 7500 7500 7500 7500 7500	68800 69000 69000 67000 115000 69000 Y/ 39837 138000 115000 69000 115000 138000 115000 69000 115000 69000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000
GOLDEN SPREAD ELECTRIC  GOLDEN SPREAD ELECTRIC  JEFFERSON DAVIS ELECTRIC COOP  MOUNTRAIL-WILLIAMS ELECTRIC  PEPCO HOLDINGS INC  GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  GREAT RIVER ENERGY  GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  NEWBERRY ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOPERATIVE	5/9/2012 5/9/2012 5/9/2012 5/4/2012 4/27/2012 4/26/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 4/5/2012 3/30/2012 3/27/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/26/2012 1/13/2012	POWER DIST.  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.	7500 7500 7500 7500 10000 15000 10000 15000 15000 15000 15000 15000 15000 15000 15000 24000 5000 24000 5000 5000 5000 500	69000 69000 67000 115000 69000 Y/ 39837 138000 115000 69000 115000 115000 69000 115000 69000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000 115000
GOLDEN SPREAD ELECTRIC  JEFFERSON DAVIS ELECTRIC COOP  MOUNTRAIL-WILLIAMS ELECTRIC  PEPCO HOLDINGS INC  GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  GREAT RIVER ENERGY  GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  NEWBERRY ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  ALCOA -WENACHEE-WA  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOP  BLACK HILLS POWER & LIGHT CO.  WHEATLAND ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	5/9/2012 5/4/2012 4/27/2012 4/26/2012 4/20/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 3/30/2012 3/27/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/10/2012 1/27/2012 1/26/2012 1/26/2012 1/26/2012 1/13/2012	POWER DIST.  LOAD TAP CHANGER  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.	7500 10000 15000 15000 10000 15000 15000 15000 15000 15000 15000 15000 15000 15000 24000 5000 24000 5000 5000 5000 15000	69000 67000 115000 69000 Y/ 39837 138000 115000 69000 115000 115000 138000 115000 69000 115000 67000 115000 GRD Y /66400 115000 /66395 69000 69000 69000 115000 Y/ 66400 115000 Y/ 66400 115000 J/ 664000 115000 GRD Y /66400 115000 GRD Y /66400 115000 GRD Y /66400 115000 GRD Y /66400
MOUNTRAIL-WILLIAMS ELECTRIC PEPCO HOLDINGS INC GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC GREAT RIVER ENERGY GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	5/4/2012 4/27/2012 4/26/2012 4/20/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 4/5/2012 3/30/2012 3/27/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/13/2012	POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.	10000 15000 10000 10000 10000 15000 15000 15000 15000 15000 15000 15000 15000 24000 5000 24000 5000 5000 10000 10000 10000 10000 10000 10000	67000 115000 69000 Y/ 39837 138000 115000 69000 115000 115000 69000 115000 69000 67000 115000 Y/ 66400 115000 Y/ 66395 69000 69000 115000 Y/ 66400 115000 Y/ 66395 69000 115000 Y/ 66400 115000 Y/ 66395
PEPCO HOLDINGS INC GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC GREAT RIVER ENERGY GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	4/27/2012 4/26/2012 4/20/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 4/5/2012 3/30/2012 3/23/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/13/2012	POWER DIST.  LOAD TAP CHANGER  POWER DIST.  RECTIFIER DUTY  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.	15000 10000 10000 10000 15000 15000 15000 15000 15000 15000 15000 15000 24000 5000 24000 5000 5000 15000 24000 5000 10000 10000 10000	115000 69000 Y/ 39837 138000 115000 69000 115000 115000 69000 115000 138000 138000 115000 69000 67000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000 69000 69000 115000Y/66395
GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  GREAT RIVER ENERGY  GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  NEWBERRY ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  ALCOA -WENACHEE-WA  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOP  BLACK HILLS POWER & LIGHT CO.  WHEATLAND ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	4/26/2012 4/20/2012 4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 4/9/2012 3/30/2012 3/23/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012	POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST.	10000 10000 15000 15000 15000 15000 15000 15000 15000 15000 15000 15000 5000 5000 24000 5000 24000 5000 500	69000 Y/ 39837 138000 138000 115000 69000 115000 115000 115000 138000 138000 115000 69000 67000 115000 GRD Y /66400 115000Y/66395 69000 69000 69000 115000 GRD Y /66400 115000Y/66395
MOUNTRAIL-WILLIAMS ELECTRIC GREAT RIVER ENERGY GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	4/20/2012 4/13/2012 4/13/2012 4/13/2012 4/13/2012 4/9/2012 4/5/2012 3/30/2012 3/27/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST. POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST.	15000 5000 10000 15000 15000 15000 15000 15000 15000 15000 5000 5000 5000 5000 5000 5000 5000 5000 10000 10000	138000 115000 69000 115000 115000 115000 69000 115000 138000 115000 69000 69000 115000Y/66395 69000 69000 69000 115000Y/66395
GREAT RIVER ENERGY GOLDEN SPREAD ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	4/13/2012 4/13/2012 4/13/2012 4/9/2012 4/9/2012 4/5/2012 3/30/2012 3/23/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST.	5000 10000 15000 15000 15000 15000 15000 15000 15000 5000 5000 5000 24000 5000 24000 5000 10000 10000	115000 69000 115000 115000 115000 69000 115000 138000 115000 69000 67000 115000Y/66395 69000 69000 69000 115000Y/66395
GOLDEN SPREAD ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  MOUNTRAIL-WILLIAMS ELECTRIC  NEWBERRY ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  ALCOA -WENACHEE-WA  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOP  BLACK HILLS POWER & LIGHT CO.  WHEATLAND ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	4/13/2012 4/13/2012 4/9/2012 4/9/2012 3/30/2012 3/27/2012 3/23/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/13/2012	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.	10000 15000 15000 15000 10000 15000 15000 15000 5000 5000 5000 5000 5000 5000 5000 5000 10000	115000 115000 115000 115000 69000 115000 69000 67000 115000 115000 GRD Y /66400 115000Y/66395 69000 69000 69000
MOUNTRAIL-WILLIAMS ELECTRIC MOUNTRAIL-WILLIAMS ELECTRIC NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	4/13/2012 4/9/2012 4/9/2012 3/30/2012 3/27/2012 3/23/2012 3/13/2012 2/24/2012 2/17/2012 2/17/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/13/2012	POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST.	15000 15000 15000 10000 15000 15000 15000 5000 5000 5000 24000 5000 24000 5000 5	115000 115000 69000 115000 138000 115000 69000 67000 115000Y/66395 67000 115000Y/66395 69000 69000 115000
MOUNTRAIL-WILLIAMS ELECTRIC  NEWBERRY ELECTRIC COOPERATIVE  MOUNTRAIL-WILLIAMS ELECTRIC  ALCOA -WENACHEE-WA  MOUNTRAIL-WILLIAMS ELECTRIC  RIO GRANDE ELECTRIC COOP  BLACK HILLS POWER & LIGHT CO.  WHEATLAND ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	4/9/2012 4/5/2012 3/30/2012 3/27/2012 3/23/2012 3/13/2012 3/13/2012 2/24/2012 2/17/2012 2/17/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	LOAD TAP CHANGER POWER DIST. POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST.	15000 10000 15000 15000 15000 5000 5000	115000 69000 115000 138000 115000 69000 67000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000
NEWBERRY ELECTRIC COOPERATIVE MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	4/5/2012 3/30/2012 3/27/2012 3/23/2012 3/13/2012 3/13/2012 2/24/2012 2/17/2012 2/17/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/13/2012 1/6/2012	POWER DIST. POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. POWER DIST. POWER DIST.	10000 15000 10000 15000 5000 5000 15000 24000 5000 5000 24000 5000 24000 5000 10000	69000 115000 138000 115000 69000 67000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000 69000 115000
MOUNTRAIL-WILLIAMS ELECTRIC ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	3/30/2012 3/27/2012 3/23/2012 3/13/2012 3/13/2012 2/24/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST. RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	15000 10000 15000 5000 5000 15000 24000 5000 24000 5000 24000 5000 10000	115000 138000 115000 69000 67000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000
ALCOA -WENACHEE-WA MOUNTRAIL-WILLIAMS ELECTRIC RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	3/27/2012 3/23/2012 3/13/2012 3/13/2012 2/24/2012 2/21/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	RECTIFIER DUTY POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	10000 15000 5000 5000 15000 24000 5000 24000 5000 24000 5000 10000	138000 115000 69000 67000 115000/66395 67000 115000 GRD Y /66400 115000Y/66395 69000
RIO GRANDE ELECTRIC COOP BLACK HILLS POWER & LIGHT CO. WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	3/23/2012 3/13/2012 3/13/2012 2/24/2012 2/21/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST.  POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  LOAD TAP CHANGER	15000 5000 5000 15000 24000 5000 5000 24000 5000 24000 5000 10000	115000 69000 67000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000 69000
BLACK HILLS POWER & LIGHT CO.  WHEATLAND ELECTRIC COOPERATIVE  MANSFIELD MUNI. ELEC. DEPT.  EDISON MATERIAL SUPPLY LLC  CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	3/13/2012 3/13/2012 2/24/2012 2/21/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST.  POWER DIST.  LOAD TAP CHANGER  LOAD TAP CHANGER  POWER DIST.  GENERATOR STEP UP  LOAD TAP CHANGER  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  POWER DIST.  LOAD TAP CHANGER	5000 5000 15000 24000 500 5000 24000 5000 5000 10000	69000 67000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000 69000
WHEATLAND ELECTRIC COOPERATIVE MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	2/24/2012 2/21/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	5000 15000 24000 500 5000 24000 5000 5000 10000	67000 1150007/66395 67000 115000 GRD Y /66400 115000Y/66395 69000 69000
MANSFIELD MUNI. ELEC. DEPT. EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	2/21/2012 2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	LOAD TAP CHANGER POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	24000 500 5000 24000 5000 5000 10000 10000	115000 115000Y/66395 67000 115000 GRD Y /66400 115000Y/66395 69000 69000
EDISON MATERIAL SUPPLY LLC CITY OF BOULDER, COLORADO MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	2/17/2012 2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST. GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	500 5000 24000 5000 5000 10000	115000Y/66395 67000 115000 GRD Y/66400 115000Y/66395 69000 69000
CITY OF BOULDER, COLORADO  MANSFIELD MUNI. ELEC. DEPT.  PEOPLE'S COOPERATIVE SERVICES  PEOPLE'S COOPERATIVE SERVICES  BURKE-DIVIDE ELECTRIC COOP  BURKE-DIVIDE ELECTRIC COOP  CITY OF CAMDEN  NEWBERRY ELECTRIC COOPERATIVE	2/10/2012 2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	GENERATOR STEP UP LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	5000 24000 5000 5000 10000	67000 115000 GRD Y /66400 115000Y/66395 69000 69000 115000
MANSFIELD MUNI. ELEC. DEPT. PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	2/3/2012 1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	24000 5000 5000 10000 10000	115000Y/66395 69000 69000 115000
PEOPLE'S COOPERATIVE SERVICES PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	1/27/2012 1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST. POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	5000 5000 10000 10000	69000 69000 115000
PEOPLE'S COOPERATIVE SERVICES BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	1/27/2012 1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST. POWER DIST. POWER DIST. LOAD TAP CHANGER	5000 10000 10000	69000 115000
BURKE-DIVIDE ELECTRIC COOP BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	1/26/2012 1/26/2012 1/13/2012 1/6/2012	POWER DIST. POWER DIST. LOAD TAP CHANGER	10000 10000	115000
BURKE-DIVIDE ELECTRIC COOP CITY OF CAMDEN NEWBERRY ELECTRIC COOPERATIVE	1/26/2012 1/13/2012 1/6/2012	POWER DIST. LOAD TAP CHANGER	10000	
NEWBERRY ELECTRIC COOPERATIVE	1/13/2012 1/6/2012	LOAD TAP CHANGER		115000
	1/6/2012		ı ZUUUU!	115000
MOUNTRAIL-WILLIAMS ELECTRIC	12/29/2011	POWER DIST.	10000	69000
		LOAD TAP CHANGER	30000	115000
MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	30000	115000
MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	30000	115000
MCKENZIE ELECTRIC COOP		POWER DIST.	12000	115000 X 69000
CITY OF ELIZABETHTON  WABASH VALLEY POWER ASSOC		LOAD TAP CHANGER	25000	69000
CENTRAL POWER ELEC. COOP. INC.		POWER DIST. POWER DIST.	10000	67000
MCKENZIE ELECTRIC COOP		POWER DIST.	10000	115000
MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	30000	115000 115000
EAGLE MOUNTAIN CITY	$\overline{}$	LOAD TAP CHANGER	18000	138000
EAGLE MOUNTAIN CITY		LOAD TAP CHANGER	18000	138000
MOUNTRAIL-WILLIAMS ELECTRIC	11/18/2011	POWER DIST.	15000	115000 X 69000
RMCI, INC		POWER DIST.	15000	69000 Y/ 39838
KODIAK ELECTRIC ASSOC.	11/11/2011		5000	69000GrdY/39840
FIRST ENERGY CORP	11/11/2011		10000	69000
CITY OF ESCANABA CLOVERLAND ELECTRIC COOP		LOAD TAP CHANGER	17000	67000
MOUNTRAIL-WILLIAMS ELECTRIC		GENERATOR STEP UP	15000	69000GrdY/ 39837
POWDER RIVER ELECTRIC	10/26/2011	POWER DIST.	15000 15000	115000
NORTHWESTERN ENERGY	10/24/2011		12000	67000 69000
RIO GRANDE ELECTRIC COOP	10/24/2011		7500	69000
RIO GRANDE ELECTRIC COOP	10/21/2011		5000	138000
RIO GRANDE ELECTRIC COOP	10/13/2011	POWER DIST.	7500	69000
			5000	138000
			10000	67000
			10000	67000
			7500	100000
				67000
personal representational languages				69000
				69000
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC				69000 69000
CROW WING POWER			15000	69000GrdY/ 39837
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC			20000	115000X69000
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC MEEKER COOPERATIVE LIGHT & PWR	9/9/2011 L	OAD TAP CHANGER	12000	67000
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC MEEKER COOPERATIVE LIGHT & PWR CLOVERLAND ELECTRIC COOP CITY OF CENTRALIA MOON LAKE ELECTRICAL	- 1- 1		2000	67000
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC MEEKER COOPERATIVE LIGHT & PWR CLOVERLAND ELECTRIC COOP CITY OF CENTRALIA MOON LAKE ELECTRICAL EDISON MATERIAL SUPPLY LLC.			7500	69000
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC MEEKER COOPERATIVE LIGHT & PWR CLOVERLAND ELECTRIC COOP CITY OF CENTRALIA MOON LAKE ELECTRICAL EDISON MATERIAL SUPPLY LLC. MEEKER COOPERATIVE LIGHT & PWR	9/2/2011 P	OWER DIST.	7500	115000Y/ 66395
CROW WING POWER MOREAU-GRAND ELECTRIC COOP INC MEEKER COOPERATIVE LIGHT & PWR CLOVERLAND ELECTRIC COOP CITY OF CENTRALIA MOON LAKE ELECTRICAL EDISON MATERIAL SUPPLY LLC. MEEKER COOPERATIVE LIGHT & PWR RUNESTONE ELECTRIC ASSN.	9/2/2011 P 9/2/2011 P		15000	115000
CROW WING POWER  MOREAU-GRAND ELECTRIC COOP INC  MEEKER COOPERATIVE LIGHT & PWR  CLOVERLAND ELECTRIC COOP  CITY OF CENTRALIA  MOON LAKE ELECTRICAL  EDISON MATERIAL SUPPLY LLC.  MEEKER COOPERATIVE LIGHT & PWR  RUNESTONE ELECTRIC ASSN.  MOUNTRAIL-WILLIAMS ELECTRIC	9/2/2011 P 9/2/2011 P 8/26/2011 P	OWER DIST.		115000
	RIO GRANDE ELECTRIC COOP  BLACK HILLS POWER & LIGHT CO.  LIGHTHOUSE ELE. COOP  MISSOULA ELECTRIC CO-OPERATIVE  CITY OF RUSTON  GREAT RIVER ENERGY  CROW WING POWER  MOREAU-GRAND ELECTRIC COOP INC  MEEKER COOPERATIVE LIGHT & PWR  CLOVERLAND ELECTRIC COOP  CITY OF CENTRALIA  MOON LAKE ELECTRICAL	RIO GRANDE ELECTRIC COOP 10/12/2011  BLACK HILLS POWER & LIGHT CO. 10/11/2011  LIGHTHOUSE ELE. COOP 10/10/2011  MISSOULA ELECTRIC CO-OPERATIVE 10/7/2011  CITY OF RUSTON 9/30/2011  GREAT RIVER ENERGY 9/29/2011  CROW WING POWER 9/26/2011  MOEAU-GRAND ELECTRIC COOP INC 9/24/2011  MEEKER COOPERATIVE LIGHT & PWR 9/19/2011  CITY OF CENTRALIA 9/16/2011  MOON LAKE ELECTRICAL 9/9/2011  EDISON MATERIAL SUPPLY LLC. 9/7/2011  MEEKER COOPERATIVE LIGHT & PWR 9/12/2011  MEEKER COOPERATIVE LIGHT & PWR 9/2/2011	RIO GRANDE ELECTRIC COOP  10/12/2011 POWER DIST.  BLACK HILLS POWER & LIGHT CO.  10/11/2011 POWER DIST.  LIGHTHOUSE ELE. COOP  10/10/2011 POWER DIST.  MISSOULA ELECTRIC CO-OPERATIVE  10/7/2011 POWER DIST.  CITY OF RUSTON  9/30/2011 LOAD TAP CHANGER  GREAT RIVER ENERGY  9/29/2011 POWER DIST.  CROW WING POWER  9/26/2011 POWER DIST.  MOREAU-GRAND ELECTRIC COOP INC  9/24/2011 POWER DIST.  MEEKER COOPERATIVE LIGHT & PWR  9/19/2011 GENERATOR STEP UP  CITY OF CENTRALIA  MOON LAKE ELECTRICAL  9/9/2011 LOAD TAP CHANGER  EDISON MATERIAL SUPPLY LLC.  9/7/2011 POWER DIST.  MEEKER COOPERATIVE LIGHT & PWR  9/2/2011 POWER DIST.  MOUNTRAIL-WILLIAMS ELECTRIC  8/26/2011 POWER DIST.	RIO GRANDE ELECTRIC COOP 10/12/2011 POWER DIST. 5000  BLACK HILLS POWER & LIGHT CO. 10/11/2011 POWER DIST. 10000  LIGHTHOUSE ELE. COOP 10/10/2011 POWER DIST. 10000  MISSOULA ELECTRIC CO-OPERATIVE 10/7/2011 POWER DIST. 7500  CITY OF RUSTON 9/30/2011 LOAD TAP CHANGER 25000  GREAT RIVER ENERGY 9/29/2011 POWER DIST. 5000  CROW WING POWER 9/26/2011 POWER DIST. 5000  MOREAU-GRAND ELECTRIC COOP INC 9/24/2011 POWER DIST. 10000  MEEKER COOPERATIVE LIGHT & PWR 9/19/2011 POWER DIST. 7500  CLOVERLAND ELECTRIC COOP 9/16/2011 GENERATOR STEP UP 15000  CITY OF CENTRALIA 9/16/2011 LOAD TAP CHANGER 20000  MOON LAKE ELECTRICAL 9/7/2011 POWER DIST. 2000  EDISON MATERIAL SUPPLY LLC. 9/7/2011 POWER DIST. 2000  MEEKER COOPERATIVE LIGHT & PWR 9/2/2011 POWER DIST. 2000  MOON LAKE ELECTRICAL 9/7/2011 POWER DIST. 2000  MEEKER COOPERATIVE LIGHT & PWR 9/2/2011 POWER DIST. 7500  RUNESTONE ELECTRIC ASSN. 9/2/2011 POWER DIST. 7500

HA253A	lυτ	MOON LAKE SISCEPICAL	0/00/000			
B570A	NE	MOON LAKE ELECTRICAL BUTLER PUBLIC POWER DIST.		LOAD TAP CHANGER	12000	67000
HA252A	UT	MOON LAKE ELECTRICAL		POWER DIST.	7500	69000
HA239A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	10000	67000
HA251A	OR	COLUMBIA POWER CO-OP ASSOC.		POWER DIST.	15000	115000
B593A	ND	BURKE-DIVIDE ELECTRIC COOP		POWER DIST.	10000	115000X69000
HA245B	МО	CITY OF ST. JAMES		POWER DIST.	12000	115000
B552A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	20000	138000
B582A	ND	CENTRAL POWER ELEC. COOP, INC.		POWER DIST.	10000	69000
B585A	ND	ROUGHRIDER ELECTRIC COOP		POWER DIST.	10000	69000
HA245A	МО	CITY OF ST. JAMES		POWER DIST.	5000	69000
B572A	MT			POWER DIST.	20000	138000
HA232A		MISSOULA ELECTRIC CO-OPERATIVE		POWER DIST.	10000	100000
HA232B	CA	CITY OF HERCULES		POWER DIST.	12000	60000
	CA	CITY OF HERCULES		POWER DIST.	12000	60000
B579A	UT	GARKANE ENERGY COOPERATIVE		POWER DIST.	10000	67000
HA237B	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
HA224A	MO	KANSAS CITY POWER & LIGHT CO		POWER DIST.	18000	161000
HA248A	WY	BRIDGER VALLEY ELECTRIC ASSOC.		POWER DIST.	10000	138000 X 69000
B566A	ОН	MID-OHIO ENERGY COOP.		POWER DIST.	10000	69000
B559A	PA	UGI UTILITIES INC.		POWER DIST.	17000	66000
B564A	AZ	SULPHUR SPRINGS VALLEY ELEC CO		POWER DIST.	12000	67000
8553D	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
HA230A	ND	MCKENZIE ELECTRIC COOP		LOAD TAP CHANGER	20000	115000
B547B	TX	CITY OF LUBBOCK	5/27/2011	LOAD TAP CHANGER	7500	67000
B541A	AL	RIVIERA UTILITIES	5/24/2011	POWER DIST.	17000	115500GrdY/66684
B553C	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
B547A	TX	CITY OF LUBBOCK	5/13/2011	LOAD TAP CHANGER	7500	67000
ZA194A	UT	HURRICANE CITY POWER OFFICES	5/13/2011	POWER DIST.	12000	69000
8553B	SD	EAST RIVER ELECT PWR COOP	5/6/2011	POWER DIST.	7500	69000
HA236A	ND	MCKENZIE ELECTRIC COOP	5/3/2011	AUTOTRANSFORMER	15000	115000
B553A	SD	EAST RIVER ELECT PWR COOP	4/30/2011	POWER DIST.	7500	69000
HA237A	ND	MCKENZIE ELECTRIC COOP	4/27/2011	POWER DIST.	15000	115000
ZA170B	SC	SCANA	4/25/2011	POWER DIST.	12000	113000
B534A	ОН	CITY OF HUDSON	4/15/2011	LOAD TAP CHANGER	5000	67000
HA230B	ND	MCKENZIE ELECTRIC COOP	4/1/2011	LOAD TAP CHANGER	20000	115000
B506A	ОН	GUERNSEY-MUSKINGUM ELEC. COOP	3/30/2011	POWER DIST.	10000	69000 X 34500
B529A	TX	TECHLINE AUSTIN	3/30/2011	POWER DIST.	10000	67000
B518A	AZ	SULPHUR SPRINGS VALLEY ELEC CO	3/25/2011	POWER DIST.	12000	67000
ZA186B	MN	XCEL ENERGY	3/25/2011	LOAD TAP CHANGER	42000	113000
B528A	NM	ROOSEVELT COUNTY ELECTRIC COOP	3/24/2011	POWER DIST.	10000	67000
B513A	IN	WABASH VALLEY POWER ASSOC	3/22/2011	POWER DIST.	12000	134000
B525A	IL	ENERSTAR POWER CORPORATION	3/21/2011	POWER DIST.	5000	69000
HA218A	TX	BRYAN TEXAS UTILITIES	3/4/2011	AUTOTRANSFORMER	10000	138000GrdY/79674
B502A	IL	CITY OF SULLIVAN	2/15/2011	LOAD TAP CHANGER	15000	67000
B508A	AL	CENTRAL ALABAMA ELECTRIC CO-OP	2/11/2011	POWER DIST.	15000	112750
B510B	DE	CITY OF MILFORD	2/11/2011	POWER DIST.	20000	138000
B517A	VA	A & N ELECTRIC COOP	2/9/2011	POWER DIST.	15000	68800
ZA175B	ID	IDAHO POWER COMPANY	2/4/2011	POWER DIST.	8000	138000
B510A	DE	CITY OF MILFORD		POWER DIST.	20000	138000
B497A	IL	CITY OF FAIRFIELD	-	LOAD TAP CHANGER	15000	67000
B494A	TN	CITY OF ELIZABETHTON		LOAD TAP CHANGER	25000	69000
B444A	LA	NORTHEAST LOUISIANA PWR COOP		POWER DIST.	12000	115000
			, -,, ,			
8478A	IL	JO-CARROLL ELECTRIC	1/20/2011	LOAD TAP CHANGER		EDUUUI
B478A HA217A	IL MO	JO-CARROLL ELECTRIC KANSAS CITY POWER & LIGHT CO		LOAD TAP CHANGER POWER DIST.	10000	69000
	+		1/19/2011	POWER DIST.	10000 18000	161000
HA217A	мо	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY	1/19/2011 1/11/2011	POWER DIST. POWER DIST.	10000 18000 10000	161000 69000
HA217A B498A	MO MN	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I	1/19/2011 1/11/2011 12/17/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER	10000 18000 10000 10000	161000 69000 67000
HA217A B498A B485A	MO MN TX	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I	1/19/2011 1/11/2011 12/17/2010 12/10/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER	10000 18000 10000 10000 10000	161000 69000 67000 67000
HA217A B498A B485A B486A	MO MN TX TX	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER	10000 18000 10000 10000 10000 12000	161000 69000 67000 67000 67000
HA217A B498A B485A B486A B487A	MO MN TX TX	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST.	10000 18000 10000 10000 10000 12000 5000	161000 69000 67000 67000 67000 69000
HA217A B498A B485A B486A B487A B474A B499A	MO MN TX TX TX MN	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000	161000 69000 67000 67000 67000 67000 69000 115000 X 69000
HA217A B498A B485A B486A B487A B474A B479A HA216A	MO MN TX TX TX MN	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010 11/29/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000	161000 69000 67000 67000 67000 67000 69000 115000 X 69000 67000
HA217A B498A B485A B486A B487A B474A B474A B499A HA216A HA208A	MO MN TX TX TX TX MN ND KS	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010 11/29/2010 11/19/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. MOTOR-STARTING	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000	161000 69000 67000 67000 67000 69000 115000 X 69000 67000 69282
HA217A B498A B485A B486A B487A B474A B474A B499A HA216A HA208A HA208B	MO MN TX TX TX MN ND KS OR	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010 11/19/2010 11/19/2010 11/19/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000	161000 69000 67000 67000 67000 69000 115000 X 69000 67000 69282 69282
HA217A B498A B485A B486A B487A B474A B479A HA216A HA208A HA208B HA208C	MO MN TX TX TX MN ND KS OR OR	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING	10000 18000 10000 10000 10000 10000 15000 15000 10000 8000 8	161000 69000 67000 67000 67000 69000 115000 X 69000 67000 69282 69282 69282
HA217A B498A B485A B486A B487A B474A B479A HA216A HA208A HA208B HA208C B420B	MO MN TX TX TX MN ND KS OR OR SD	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/3/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING MOTOR-STARTING POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 8000	161000 69000 67000 67000 67000 69000 115000 X 69000 69282 69282 69282 69282
HA217A B498A B485A B486A B487A B4774A B499A HA216A HA208A HA208B HA208C B420B HA195B	MO MN TX TX TX MN ND KS OR OR OR SD MA	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP NORWOOD MUNICIPAL LIGHT DEPT.	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010 11/29/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING POWER DIST. LOAD TAP CHANGER	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 8000 30000	161000 69000 67000 67000 67000 69000 115000 X 69000 67000 69282 69282 69282 69000 115000
HA217A B498A B485A B486A B487A B474A B499A HA216A HA208A HA208B HA208C B420B HA195B B482B	MO MN TX TX TX TX MN ND KS OR OR OR SD MA SC	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP NORWOOD MUNICIPAL LIGHT DEPT. THE COMMISSION OF PUBLIC WORKS	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 11/29/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING MOTOR-STARTING POWER DIST. LOAD TAP CHANGER POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 8000 10000 30000 20000	161000 69000 67000 67000 67000 67000 69000 115000 X 69000 69282 69282 69282 69282 69000 115000 115000
HA217A B498A B485A B486A B487A B474A B499A HA216A HA208A HA208C B420B HA195B B482B B484A	MO MN TX TX TX TX MN ND KS OR OR OR SD MA SC ND	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP NORWOOD MUNICIPAL LIGHT DEPT. THE COMMISSION OF PUBLIC WORKS MCKENZIE ELECTRIC COOP	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 12/1/2010 11/129/2010 11/19/2010 11/19/2010 11/18/2010 11/18/2010 11/15/2010 10/29/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING MOTOR-STARTING POWER DIST. LOAD TAP CHANGER POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 8000 10000 30000 20000 15000	161000 69000 67000 67000 67000 67000 69000 115000 X 69000 69282 69282 69282 69282 69000 115000 115000
HA217A B498A B485A B486A B487A B474A B499A HA216A HA208A HA208B HA208C B420B HA195B B482B B484A B419F	MO MN TX TX TX TX MN ND CS OR OR OR SD MA SC ND SD	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP NORWOOD MUNICIPAL LIGHT DEPT. THE COMMISSION OF PUBLIC WORKS MCKENZIE ELECTRIC COOP EAST RIVER ELECT PWR COOP	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 11/129/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/15/2010 11/5/2010 10/29/2010 10/28/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING MOTOR-STARTING POWER DIST. LOAD TAP CHANGER POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 8000 10000 30000 20000 15000 7500	161000 69000 67000 67000 67000 67000 69000 115000 X 69000 69282 69282 69282 69282 69000 115000 115000 69000
HA217A B498A B485A B486A B487A B474A B499A HA216A HA208B HA208B HA208C B420B HA195B B482B B484A B419F B482A	MO MN TX TX TX TX MN ND CS OR OR OR SD MA SC ND SD SC	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP NORWOOD MUNICIPAL LIGHT DEPT. THE COMMISSION OF PUBLIC WORKS MCKENZIE ELECTRIC COOP EAST RIVER ELECT PWR COOP THE COMMISSION OF PUBLIC WORKS	1/19/2011 1/11/2011 12/17/2010 12/10/2010 12/10/2010 12/3/2010 11/12/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/15/2010 11/5/2010 10/29/2010 10/28/2010 10/21/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING POWER DIST. LOAD TAP CHANGER POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 10000 30000 20000 15000 7500 20000	161000 69000 67000 67000 67000 67000 69000 115000 X 69000 69282 69282 69282 69282 69000 115000 115000 69000 115000
HA217A B498A B485A B486A B487A B474A B499A HA216A HA208B HA208B HA208C B420B B482B B484A B419F B482A B419F B482A	MO MN TX TX TX TX MN ND CS OR OR OR SD MA SC ND SD	KANSAS CITY POWER & LIGHT CO GREAT RIVER ENERGY TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I TEXAS ELECTRIC COOPERATIVES, I PEOPLE'S COOPERATIVE SERVICES MOUNTRAIL-WILLIAMS ELECTRIC CITY OF FREDONIA PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC PORTLAND GENERAL ELECTRIC EAST RIVER ELECT PWR COOP NORWOOD MUNICIPAL LIGHT DEPT. THE COMMISSION OF PUBLIC WORKS MCKENZIE ELECTRIC COOP EAST RIVER ELECT PWR COOP	1/19/2011 1/11/2010 12/17/2010 12/10/2010 12/10/2010 12/3/2010 11/19/2010 11/19/2010 11/19/2010 11/19/2010 11/18/2010 11/5/2010 10/28/2010 10/21/2010 10/15/2010	POWER DIST. POWER DIST. LOAD TAP CHANGER LOAD TAP CHANGER LOAD TAP CHANGER POWER DIST. POWER DIST. MOTOR-STARTING MOTOR-STARTING MOTOR-STARTING POWER DIST. LOAD TAP CHANGER POWER DIST. LOAD TAP CHANGER POWER DIST. POWER DIST. POWER DIST. POWER DIST.	10000 18000 10000 10000 10000 12000 5000 15000 10000 8000 8000 8000 10000 30000 20000 15000 7500	161000 69000 67000 67000 67000 67000 69000 115000 X 69000 69282 69282 69282 69282 69000 115000 115000 69000

B469A	WY	HIGH PLAINS POWER, INC.	10/8/2010	POWER DIST.	7500	69000
B472A	MT	BIG HORN COUNTY ELECTRIC COOP		POWER DIST.	5000	69000
B445A	IA	CASCADE MUNICIPAL ELECTRIC UTI		POWER DIST.	5000	68800 X 34400
WL632A	AK	CITY & BOROUGH OF SITKA	10/6/2010	POWER DIST.	2000	69000
B449A	ND	CENTRAL POWER ELEC. COOP. INC.	10/1/2010	POWER DIST.	10000	115000
HA195A	MA	NORWOOD MUNICIPAL LIGHT DEPT.	9/30/2010	LOAD TAP CHANGER	30000	115000
WL631A	ND	CENTRAL POWER ELEC. COOP. INC.	9/29/2010	POWER DIST.	5000	69000
B410A	ОН	CITY OF CELINA	9/28/2010	POWER DIST.	18000	67000
B410B	ОН	CITY OF CELINA	9/28/2010	POWER DIST.	18000	67000
WL6308	ND	CENTRAL POWER ELEC. COOP. INC.	9/25/2010	POWER DIST.	5000	69000
WL629B	ND	CENTRAL POWER ELEC. COOP. INC.	9/23/2010	POWER DIST.	5000	69000
WL630A	ND	CENTRAL POWER ELEC. COOP. INC.	9/23/2010	POWER DIST.	5000	69000
B447B	AL	CENTRAL ALABAMA ELECTRIC CO-OP	9/20/2010	POWER DIST.	12000	112750
WL629A	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	5000	69000
B447A	AL	CENTRAL ALABAMA ELECTRIC CO-OP		POWER DIST.	12000	112750
B452A	IA	HARLAN MUNICIPAL UTILITY	9/17/2010	POWER DIST.	7500	69000
B454B	IL	EASTERN ILLINI ELECTRIC	9/15/2010	POWER DIST.	5000	67000
B454A	IL	EASTERN ILLINI ELECTRIC		POWER DIST.	5000	67000
B461A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	15000	115000
HA209A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	12000	115000
HA187B	LA	WASHINGTON-ST.TAMMANY ELECT		POWER DIST.	20000	67000
HA205A	TN	SMITHVILLE ELECTRIC SYSTEM		LOAD TAP CHANGER	25000	161700
B455A	NM	FARMERS ELECTRIC COOPERATIVE		POWER DIST.	5000	67000
HA200A	WA	CLARK PUBLIC UTILITIES RIVER R		LOAD TAP CHANGER	24000	115000
HA197A	NM	ADAMS COLUMBIA ELECTRIC COOP		POWER DIST.	10000	138000
B448A HA202A	ND	CENTRAL VALLEY ELECTRIC CO-OP		POWER DIST.	5000	67000
HA201A	WY	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	12000	115000
ZA164B	ID	POWDER RIVER ENERGY CORP		POWER DIST.	15000	67000
HA192A	co	MOUNTAIN WEST TRANSFORMER		POWER DIST.	8000	67000
B437A	NE	MCCOOK P P D		POWER DIST.	10000	115000 X 69000
HA199A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	7500	67000
B424A	co	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	12000	115000 X 69000
B426A	AR	CITY OF SILOAM SPRINGS		POWER DIST.	5000	69000 X 34500
B419D	SD	EAST RIVER ELECT PWR COOP		LOAD TAP CHANGER POWER DIST.	12000	67000
B420A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
B419C	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	10000 7500	69000
B419E	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
B419A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	
B422A	NE	MCCOOK P P D		POWER DIST.	7500	67000
B429A	ОН	REINFORCEMENT SYSTEMS LLC		POWER DIST.	7500	138000
B417A	MN	CROW WING POWER		POWER DIST.	10000	118000
B419B	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
B413A	ME	MAINE PUBLIC SERVICE CO.		POWER DIST.	7500	69000
B396A	WY	BRIDGER VALLEY ELECTRIC ASSOC.		POWER DIST.	10000	67000
B396B	WY	BRIDGER VALLEY ELECTRIC ASSOC.	5/26/2010	POWER DIST.	10000	67000
B396C	WY	BRIDGER VALLEY ELECTRIC ASSOC.	5/26/2010	POWER DIST.	10000	67000
HA191A	со	MORGAN COUNTY REA	5/26/2010	POWER DIST.	5000	115000
B409	SD	BLACK HILLS POWER & LIGHT CO.	5/21/2010	POWER DIST.	7500	67000
B405A	NC	DUKE ENERGY CORP	5/21/2010	POWER DIST.	5000	67000GWYE/38682
B405B	NC	DUKE ENERGY CORP	5/21/2010	POWER DIST.	5000	67000GWYE/38682
B412A	MN	CROW WING POWER	5/20/2010	POWER DIST.	7500	118000
HA204A	HI	KAUAI ISLAND UTILITY COOP	5/18/2010	LOAD TAP CHANGER	10000	65000
HA187A	LA	WASHINGTON-ST.TAMMANY ELECT	5/7/2010	POWER DIST.	20000	67000
B394A	ND	MCKENZIE ELECTRIC COOP	4/22/2010	POWER DIST.	10000	115000X69000
B385A	MN	MINNESOTA VALLEY COOPERATIVE	4/19/2010	POWER DIST.	5000	69000
B392A	FL	SUMPTER ELECTRIC COOPERATIVE	4/9/2010	POWER DIST.	15000	69000
HA181B	ND	MINNKOTA POWER COOP., INC	$\rightarrow$	POWER DIST.	10000	115000
HA185A	ND	MCKENZIE ELECTRIC COOP		POWER DIST.	12000	115000 X 69000
B389A	IN	PARKE COUNTY REMC		POWER DIST.	10000	67000
B358D	ND	MINNKOTA POWER COOP., INC		POWER DIST.	12000	68800
B388A	MN	CITY OF WARREN		POWER DIST.	5000	115000
B352A	AZ	SULPHUR SPRINGS VALLEY ELEC CO		POWER DIST.	12000	67000
	ND	MINNKOTA POWER COOP., INC		POWER DIST.	12000	68800
	SC	MID-CAROLINA ELECT COOP,INC.		POWER DIST.	7500	110000
ZA158B	LA	CITY OF VINTON ELECTRIC DEPT.		LOAD TAP CHANGER	8000	134000
B386A	SC	MID-CAROLINA ELECT COOP, INC.		POWER DIST.	7500	110000
	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	7500	69000
	ND	CENTRAL POWER ELEC. COOP. INC.		POWER DIST.	7500	69000
	OH	VILLAGE OF MONROEVILLE		POWER DIST.	10000	67000
B381A	sc	BLACKRIVER ELECTRIC COOP	2/10/2010	POWER DIST.	15000	67000
B378A	IN DE	DELAWARE MUNI ELE CORP		POWER DIST. LOAD TAP CHANGER	10000 30000	67000

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ZA104B	MO	AQUILA, INC.		LOAD TAP CHANGER	40000	161000
ZA104C	MO	AQUILA, INC.		LOAD TAP CHANGER	40000	161000
B375B	MO	KANSAS CITY POWER & LIGHT CO		POWER DIST.	5000	67000
B375A	MO	KANSAS CITY POWER & LIGHT CO	1/11/2010	POWER DIST.	5000	67000
HA180A	NC	CITY OF ROCKY MOUNT, NC	1/11/2010	LOAD TAP CHANGER	20000	67000
HA171F	KY	HENDERSON POWER & LIGHT	1/6/2010	LOAD TAP CHANGER	18000	67000
WL521A	MN	STEELE-WASECA COOP.ELECTRIC	12/16/2009	POWER DIST.	5000	69000
HA179A	MT	GLACIER REA	12/4/2009	POWER DIST.	20000	115000
HA181A	ND	MINNKOTA POWER COOP., INC	12/4/2009	POWER DIST.	10000	115000
B358A	ND	MINNKOTA POWER COOP., INC		POWER DIST.	12000	
B358B	ND	MINNKOTA POWER COOP., INC		POWER DIST.	12000	68800
HA178A	со	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.		68800
HA170A	TX	BRYAN TEXAS UTILITIES		POWER DIST.	12000	67000
HA171A	KY	HENDERSON POWER & LIGHT		LOAD TAP CHANGER	15000	69000
HA167A	NM	LEA COUNTY ELECTRIC CO-OP INC.		POWER DIST.	18000	67000
HA172A	AZ	CITY OF MESA			20000	69000
B341A	VA	A & N ELECTRIC COOP		POWER DIST.	15000	69000
B342A	VA			POWER DIST.	15000	68800
		A & N ELECTRIC COOP		POWER DIST.	15000	68800
B339A	AL	RIVIERA UTILITIES	10/12/2009	POWER DIST.	15000	115500
HA175A	MT	MISSION VALLEY POWER	10/12/2009	POWER DIST.	15000	69000
B277H_	SD	EAST RIVER ELECT PWR COOP	10/2/2009	POWER DIST.	7500	69000
B338A	со	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	7500	115000X69000
HA173A	WA	KLICKITAT PUD	9/29/2009	GENERATOR STEP UP	10000	115000
B337A	со	WESTERN UNITED ELECTRIC SUPPLY	9/28/2009	POWER DIST.	7500	115000X69000
B336A	со	WESTERN UNITED ELECTRIC SUPPLY	9/21/2009	POWER DIST.	7500	115000X69000
B335A	со	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	7500	115000X69000
HA168A	NM	CENTRAL VALLEY ELECTRIC CO-OP		POWER DIST.	10000	115000 X 67000
HA166A	NM	LEA COUNTY ELECTRIC CO-OP INC.		POWER DIST.	25000	
B277G	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	115000
B277F	SD	EAST RIVER ELECT PWR COOP		POWER DIST.		69000
B322A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	7500	69000
B277E	SD	EAST RIVER ELECT PWR COOP			10000	67000
ZA138B	WA	LEWIS CO PUD	$\overline{}$	POWER DIST.	7500	69000
B258A	VA			POWER DIST.	10000	69000
B313A	co	CENTRAL VIRGINIA ELECTRIC COOP		POWER DIST.	15000	115000
	SD	WESTERN UNITED ELECTRIC SUPPLY		POWER DIST.	10000	67000
B312A		WEST CENTRAL ELECTRIC COOP,INC		POWER DIST.	5000	67000
HA163A	NM	OTERO COUNTY ELECT CO-OP, INC.		POWER DIST.	12000	115000X67000
B277D	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
HA161A	ND	MOUNTRAIL-WILLIAMS ELECTRIC	8/4/2009	POWER DIST.	12000	115000 X 69000
WL520A	MN	STEELE-WASECA COOP.ELECTRIC		POWER DIST.	5000	69000
ZA122B	IN	CINERGY CORPORATION	7/28/2009	POWER DIST.	34000	138000
B300	ME	MAINE PUBLIC SERVICE CO.	7/23/2009	POWER DIST.	5000	69000
B277C	SD	EAST RIVER ELECT PWR COOP	7/16/2009	POWER DIST.	7500	69000
B316B	IL	PRAIRIE POWER COOP	7/14/2009	POWER DIST.	5000	67000
B316A	IL	PRAIRIE POWER COOP	7/8/2009	POWER DIST.	5000	67000
B279A	NE	SOUTHERN POWER DISTRICT		POWER DIST.	7500	67000 X 34400
B279B	NE	SOUTHERN POWER DISTRICT		POWER DIST.	7500	67000 X 34400
B277B	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	
B321A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.		69000
B291A	IN	WABASH VALLEY POWER ASSOC	<del></del>	POWER DIST.	10000	67000
B298A	sc	NEW HORIZON ELECTRIC COOP.			12000	67000
B315B	TX	LIGHTHOUSE ELE. COOP		POWER DIST.	15000	100000
HA159A	ND			POWER DIST.	10000	67000
		SLOPE ELECTRIC COOPERATIVE		POWER DIST.	15000	115000
HA150A	WI	LAKE MILLS WATER AND LIGHT		LOAD TAP CHANGER	25000	138000
HA156A	LA	LAFAYETTE UTILITIES SYSTEM		LOAD TAP CHANGER	18000	230000
B315A	TX	LIGHTHOUSE ELE. COOP		POWER DIST.	10000	67000
HA158A	MD	CHOPTANK ELECTRIC COOP	6/17/2009	POWER DIST.	21000	69000
B306	TX	TEXAS ELECTRIC COOPERATIVES, I	6/16/2009	POWER DIST.	10000	67000
WL519A	MN	STEELE-WASECA COOP.ELECTRIC	6/16/2009	POWER DIST.	5000	69000
B260A	VA	MECKLENBURG ELECTRIC CO-OP	6/15/2009	POWER DIST.	15000	115000
ZA126B	IN	CINERGY CORPORATION	6/3/2009	POWER DIST.	13000	67000
HA144A	ND	CENTRAL POWER ELEC. COOP. INC.		LOAD TAP CHANGER	15000	115000
B280A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	5000	69000 X 41600
B277A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
HA153A	AR	ARKANSAS VALLEY ELECTRIC CO-OP		POWER DIST.	12000	
ZA114C	WY	LOWER VALLEY POWER AND LIGHT	$\rightarrow$	POWER DIST.	12000	161000
HA123A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.		67000
	TX	PANOLA-HARRISON		POWER DIST.	15000	115000 X 69000
			2/0/2009		10000	134000
ZA102B		LOWER WALLEY DOWNED AND LICHT	E /0 /2000			
ZA102B ZA114B	WY	LOWER VALLEY POWER AND LIGHT	5/8/2009 F		12000	67000
ZA102B ZA114B B263A	WY MO	CITY OF LAMAR, MO	5/6/2009 5	STEP UP	10000	67000 69000
ZA102B ZA114B B263A B262A	MY MO NY	CITY OF LAMAR, MO DELAWARE COUNTY ELE. COOP	5/6/2009 S 4/24/2009 F	POWER DIST.	10000 7500	
ZA102B ZA114B B263A B262A B267A	WY MO	CITY OF LAMAR, MO	5/6/2009 S 4/24/2009 F 4/6/2009 F	STEP UP	10000	69000

ZA108B	CA	CED BANGUO CORDOVA			
B242A	CO	CED RANCHO - CORDOVA WESTERN UNITED ELECTRIC SUPPLY	3/13/2009 POWER		
B246A	TX	DEAF SMITH ELEC COOP INC	3/11/2009 POWER 3/10/2009 POWER		<del></del>
HA137D	ND	MINNKOTA POWER COOP., INC	3/5/2009 LOAD T		
HA143A	ND	CENTRAL POWER ELEC. COOP. INC.	2/18/2009 POWER		
B173A	NE	CEDAR KNOX PUBLIC PWR DISTRICT	2/16/2009 POWER		
B245B	TX	SWISHER ELECTRIC	2/13/2009 POWER		
B245A	TX	SWISHER ELECTRIC	2/10/2009 POWER		0,000
HA137C	ND	MINNKOTA POWER COOP., INC	1/29/2009 LOAD T		
B228A	KS	NINNESCAH ELECTRIC	1/27/2009 POWER		
ZA076B	NE	NEBRASKA PUB PWR DIST	1/26/2009 AUTOTI		
B172A	NE	STANTON COUNTY PUBLIC POWER DI	1/23/2009 POWER	DIST. 1500	
HA120A	SD	EAST RIVER ELECT PWR COOP	1/22/2009 POWER	DIST. 1500	
HA131A	WI	ROCK ENERGY COOPERATIVE	1/18/2009 POWER	DIST. 800	
B171A	NE	BUTLER PUBLIC POWER DIST.	1/16/2009 POWER	DIST. 1500	0 69000
HA137B	ND	MINNKOTA POWER COOP., INC	1/16/2009 LOAD T		0 69000
HA134A	IN	WABASH VALLEY POWER ASSOC	12/30/2008 POWER		0 134000 x 67000
HA139A	NC	CITY OF LUMBERTON, NC	12/30/2008 POWER		0 115000
HA137A	ND	MINNKOTA POWER COOP., INC	12/20/2008 LOAD T		
HA109C	MN	BRAINERD PUBLIC UTILITIES	12/20/2008 LOAD T		
ZA109B B224A	TX	LINCOLN ELECTRIC COOPERATIVE	12/13/2008 POWER		
	TX	NORTH PLAINS ELECTRIC CO-OP	12/10/2008 POWER		
B224B B180A	AZ	NORTH PLAINS ELECTRIC CO-OP SULPHUR SPRINGS VALLEY ELEC CO	12/10/2008 POWER	2000	
B179C	CO	NORTHERN STATES POWER COMPANY	12/8/2008 POWER 11/25/2008 POWER		
HA130A	мт	LOWER YELLOWSTONE VALLEY EC	11/21/2008 POWER		
HA133A	MT	VIGILANTE ELECTRIC CO-OP	11/21/2008 POWER		
ZA103B	WA	LEWIS CO PUD	11/21/2008 POWER		
B179A	co	NORTHERN STATES POWER COMPANY	11/20/2008 POWER		
B164A	SD	EAST RIVER ELECT PWR COOP	11/19/2008 POWER		12000
HA119A	SD	EAST RIVER ELECT PWR COOP	11/13/2008 POWER		
B194A	UT	GARKANE ENERGY COOPERATIVE	11/11/2008 POWER		
HA109B	MN	BRAINERD PUBLIC UTILITIES	11/6/2008 LOAD TA		
B202A	со	WESTERN UNITED ELECTRIC SUPPLY	11/5/2008 POWER		
81798	со	NORTHERN STATES POWER COMPANY	10/31/2008 POWER		
B197A	IN	WABASH VALLEY POWER ASSOC	10/30/2008 POWER		
HA128A	СО	WESTERN UNITED ELECTRIC SUPPLY	10/27/2008 POWER	DIST. 1000	115000
HA132A	MN	GREAT RIVER ENERGY	10/25/2008 POWER	DIST. 1000	118000
B195A	UT	GARKANE ENERGY COOPERATIVE	10/24/2008 POWER	DIST. 1000	67000
ZA092B	MO	AQUILA, INC.	10/24/2008 LOAD TA		
WL469A	NY	MASSENA ELECTRIC DEPT.	10/24/2008 POWER		23900GrdY/13799
B204	AK	KODIAK ELECTRIC ASSOC.	10/23/2008 STEP UP		
HA124A HA112A	KS ND	TWIN VALLEY ELECTRIC COOP	10/20/2008 POWER		130000
ZA101B	MT	MCKENZIE ELECTRIC COOP	10/17/2008 POWER		
B186A	MT	MISSOULA ELECTRIC CO-OPERATIVE NORTHWESTERN ENERGY	10/14/2008 POWER		
HA118A	ОН	FIRST ENERGY CORP	10/10/2008 POWER		
	MN	ITASCA-MANTRAP CO-OP ELECTRIC	10/6/2008 POWER 10/3/2008 POWER		
	MN	MEEKER COOPERATIVE LIGHT & PWR	10/1/2008 POWER		
HA101A	ОН	PAULDING PUTNAM ELECT CO-OP	9/30/2008 POWER		
HA114A	DE	ATLANTIC CITY ELECTRIC CO	9/30/2008 POWER		
HA115A	DE	ATLANTIC CITY ELECTRIC CO	9/30/2008 POWER		
	ID	RAFT RIVER RURAL ELECTRIC COOP	9/26/2008 POWER		
B181	ОН	CITY OF GALION	9/25/2008 POWER		
B160A	SD	EAST RIVER ELECT PWR COOP	9/23/2008 POWER		
B123A	MN	ITASCA-MANTRAP CO-OP ELECTRIC	9/19/2008 POWER	DIST. 7500	<del></del>
HA109A	MN	BRAINERD PUBLIC UTILITIES	9/19/2008 LOAD TA	P CHANGER 25000	
B160B	SD	EAST RIVER ELECT PWR COOP	9/17/2008 POWER	DIST. 7500	69000
B109A	ОН	PAULDING PUTNAM ELECT CO-OP	9/16/2008 POWER	DIST. 12000	69000
ZA0978	MN	XCEL ENERGY	9/11/2008 LOAD TA		71000
B125G	MS	SOUTHERN PINE ELEC POWER ASSOC	9/9/2008 POWER		67000
B165A	ME	MAINE PUBLIC SERVICE CO.	9/3/2008 POWER		
	NE	CUSTER PUBLIC POWER DISTRICT	8/26/2008 POWER		
HA0928	NY	PLATTSBURGH MUNICIPAL LIGHTING	8/26/2008 POWER		
		PEPCO HOLDINGS INC	8/21/2008 POWER		
HA113A	DE	ICOLITHEDAL DIALE ELEC DOLLIES ACCO.		DIST.   12000	67000
HA113A B125F	MS	SOUTHERN PINE ELEC POWER ASSOC	8/20/2008 POWER		
HA113A B125F ZA095B	MS IN	CINERGY CORPORATION	8/19/2008 LOAD TA	P CHANGER 34000	132000
HA113A B125F ZA095B B125E	MS IN MS	CINERGY CORPORATION SOUTHERN PINE ELEC POWER ASSOC	8/19/2008 LOAD TA 8/7/2008 POWER	P CHANGER 34000 DIST. 12000	132000 67000
HA113A B125F ZA095B B125E B148A	MS IN MS VA	CINERGY CORPORATION SOUTHERN PINE ELEC POWER ASSOC CITY OF BEDFORD	8/19/2008 LOAD TA 8/7/2008 POWER 8/1/2008 POWER	P CHANGER 34000 DIST. 12000 DIST. 15000	132000 67000 69000
HA113A B125F ZA095B B125E B148A B148B	MS IN MS VA VA	CINERGY CORPORATION SOUTHERN PINE ELEC POWER ASSOC CITY OF BEDFORD CITY OF BEDFORD	8/19/2008 LOAD TA 8/7/2008 POWER 8/1/2008 POWER 8/1/2008 POWER	P CHANGER 34000 DIST. 12000 DIST. 15000 DIST. 15000	132000 67000 69000 69000
HA113A B125F ZA095B B125E B148A B148B ZA084B	MS IN MS VA	CINERGY CORPORATION SOUTHERN PINE ELEC POWER ASSOC CITY OF BEDFORD	8/19/2008 LOAD TA 8/7/2008 POWER 8/1/2008 POWER	P CHANGER 34000 DIST. 12000 DIST. 15000 DIST. 15000 DIST. 21000	132000 67000 69000 69000 138000

740570	Tev	Inc. and a second				
ZA067B	TX	BRAZOS ELECTRIC COOPERATIVE		POWER DIST.	12000	134000X67000
ZA052B	WA	GRAYS HARBOR PUD NO. 1		AUTOTRANSFORMER	45000	115000
B138A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	12000	67000
B125C	MS	SOUTHERN PINE ELEC POWER ASSOC		POWER DIST.	12000	67000
HA099A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		LOAD TAP CHANGER	12000	115000
B125B	MS	SOUTHERN PINE ELEC POWER ASSOC		POWER DIST.	12000	67000
HA110A	NM	OTERO COUNTY ELECT CO-OP, INC.		POWER DIST.	10000	115000
B125A	MS	SOUTHERN PINE ELEC POWER ASSOC	6/2/2008	POWER DIST.	12000	67000
B057A	IA	MILFORD MUNICIPAL UTILITIES	5/28/2008	POWER DIST.	7500	67000
8101	NC	DUKE ENERGY CAROLINAS, LLC	5/23/2008	POWER DIST.	12000	67000
HA088A	IN	WABASH VALLEY POWER ASSOC	5/20/2008	POWER DIST.	10000	134000
B127B	ОН	NORTH WESTERN ELECTRIC COOP	5/6/2008	POWER DIST.	10000	67000
B127A	ОН	NORTH WESTERN ELECTRIC COOP	5/2/2008	POWER DIST.	10000	67000
B122A	IA	MIDAMERICAN ENERGY COMPANY	5/2/2008	POWER DIST.	3750	67000GrdY/38683
HA094A	MN	MILLE LACS ENERGY	4/26/2008	POWER DIST.	8000	118000
B104A	ОН	GUERNSEY-MUSKINGUM ELEC. COOP	4/23/2008	POWER DIST.	10000	69000 X 34500
B105A	IN	HENDRICKS POWER COOPERATIVE		POWER DIST.	12000	67000
HA091B	ОК	PEOPLES ELECT COOPERATIVE		POWER DIST.	20000	138000
B111A	DE	DELMARVA POWER & LIGHT CO		POWER DIST.	17000	69000Y/39837
HA091A	ОК	PEOPLES ELECT COOPERATIVE		POWER DIST.	20000	
HA073B	MN	OTTER TAIL POWER COMPANY		POWER DIST.		138000
ZA080B	AL	DOTHAN UTILITIES			10000	115000
B100	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	15000	110000
HA073C	MN			POWER DIST.	12000	67000
	_	OTTER TAIL POWER COMPANY		POWER DIST.	5000	115000
B114A	SD	BLACK HILLS POWER & LIGHT CO.		POWER DIST.	10000	67000
HA074C	NE	LOUP RIVER PUBLIC PWR DISTRICT		LOAD TAP CHANGER	24000	115000
B084A	GA	GEORGIA TRANSMISSION CORP		POWER DIST.	15000	67000
HA074B	NE	LOUP RIVER PUBLIC PWR DISTRICT	2/23/2008	LOAD TAP CHANGER	24000	115000
ZA074B	MN	OTTER TAIL POWER COMPANY	2/14/2008	POWER DIST.	20000	115000
B074A	ОК	CUSHING MUNICIPAL AUTHORITY	2/14/2008	POWER DIST.	15000	67000
B055A	NE	PERENNIAL PUBLIC POWER DIST.	2/11/2008	POWER DIST.	7500	69000
HA073A	MN	OTTER TAIL POWER COMPANY	2/8/2008	POWER DIST.	10000	115000
B087A	MN	PEOPLE'S COOPERATIVE SERVICES	2/6/2008	POWER DIST.	7500	67000
B068A	NE	SOUTHERN POWER DISTRICT		POWER DIST.	7500	67000X34400
B080A	ME	MAINE PUBLIC SERVICE CO.		POWER DIST.	7500	69000
B052A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	12000	67000
B062A	MN	PEOPLE'S COOPERATIVE SERVICES		POWER DIST.	10000	67000
B062B	MN	PEOPLE'S COOPERATIVE SERVICES		POWER DIST.	10000	
ZA079B	MT	VIGILANTE ELECTRIC CO-OP		POWER DIST.	3000	67000
B064B	NE	SOUTHERN POWER DISTRICT		POWER DIST.		67000
	MS	CLARKSDALE PUBLIC UTILITIES		POWER DIST.	10000	67000 X 34400
B064A	NE	SOUTHERN POWER DISTRICT			18000	115000
HA074A	NE			POWER DIST.	10000	67000 X 34400
		LOUP RIVER PUBLIC PWR DISTRICT		LOAD TAP CHANGER	24000	115000
HA077A	WI	HUSTISFORD UTILITIES		POWER DIST.	10000	138000
B032A	MT	MISSION VALLEY POWER		POWER DIST.	15000	69000
HA058A	UT	MOON LAKE ELECTRICAL	11/14/2007	AUTOTRANSFORMER	20000	138000
B058A	NM	SOUTHWESTERN ELECTRIC CO-OP	11/12/2007	POWER DIST.	12000	67000
HA075A	KY	EAST KENTUCKY POWER COOP	10/24/2007	POWER DIST.	12000	138000
	ME	MAINE PUBLIC SERVICE CO.	10/22/2007	STEP UP	30000	69000
HA053A	NC	DUKE ENERGY CAROLINAS, LLC	10/18/2007	POWER DIST.	12000	138000
B020A	UT	WASHINGTON CITY	10/18/2007	POWER DIST.	12000	67000
HA057C	MT	FLATHEAD ELECTRIC CO-OP INC		LOAD TAP CHANGER	15000	69000 X 34500
HA055B	МА	MASS. DEV. FINANCE AGENCY		LOAD TAP CHANGER	25000	69000
B031A	WI	SAUK CITY UTILITIES		POWER DIST.	12000	69000
HA068A	ND	MOUNTRAIL-WILLIAMS ELECTRIC		POWER DIST.	10000	115000
	MN	MARSHALL MUNICIPAL UTILITIES		LOAD TAP CHANGER	17000	115000
	MN	LAKE REGION ELECTRIC CO-OP		POWER DIST.	10000	115000
	MT	FLATHEAD ELECTRIC CO-OP INC		LOAD TAP CHANGER	15000	
	MT	VIGILANTE ELECTRIC CO-OP		POWER DIST.		69000 X 34500
	ND	SLOPE ELECTRIC COOPERATIVE			3000	67000
	ND			POWER DIST.	15000	115000
		SLOPE ELECTRIC COOPERATIVE		POWER DIST.	15000	115000
$\overline{}$	WI	EVANSVILLE WATER & LIGHT DEPT.		POWER DIST.	10000	67000
	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
	MA	MASS. DEV. FINANCE AGENCY		LOAD TAP CHANGER	25000	69000
	со	LA PLATA ELECTRIC ASS'N INC.		POWER DIST.	10000	115000
	NM	LEA COUNTY ELECTRIC CO-OP INC.		POWER DIST.	10000	67000
	MN	FEDERATED RURAL ELECTRIC ASSC	8/20/2007	POWER DIST.	15000	69000
HA035A	IN	WABASH VALLEY POWER ASSOC	8/4/2007	POWER DIST.	12000	134000
HA050B	MN	MARSHALL MUNICIPAL UTILITIES	7/31/2007	POWER DIST.	13000	118000
	MT	FLATHEAD ELECTRIC CO-OP INC		LOAD TAP CHANGER	15000	69000 X 34500
HA057A	IVII					
	MN	AGRALITE ELECTRIC CO-OP				
A958A			7/27/2007	POWER DIST.	3750 3750	69000 69000

MIN		T- i-					
BADSPA   NO.   ELR RIVER MUNICIPAL UTILITÉS   7/13/2007   POWER DET   15000	A997A	NE	CITY OF CAMBRIDGE	7/25/2001	POWER DIST.	12000	69000
	B012B	MN	FEDERATED RURAL ELECTRIC ASSC	7/16/2007	POWER DIST.	15000	69000
	HA059A	MN	ELK RIVER MUNICIPAL UTILITIES	7/16/2007	POWER DIST.	15000	. 69000
MADSSA   NE	B012A	MN	FEDERATED RURAL ELECTRIC ASSC	_			
MADDITA   DELAMAKA POWER & LIGHT CO	HA054B	NE					69000
MADRIAN   NO   OTTER TAIL POWER COMPARY   872/2007 POWER DIST   100000   100000   10000   1000000   1000000   1000000   10000000   100000000							69000
MASSAA   MI	$\vdash$					17000	69000Y/39837
MINOSAA NE				6/26/2007	POWER DIST.	10000	115000
MOSSA   MIN   SOUTH CENTRAL ELEC ASSOCIANS    6/57/2007   POWER DIST.   3:000	A982A	UT	PAROWAN CITY POWER DEPARTMENT	6/26/2007	POWER DIST.	7500	67000 X 34500
HADSTAA   NE	A996A	MN	SOUTH CENTRAL ELEC ASSOC (MN)	6/25/2007	POWER DIST.	5000	69000
HADSPA   SO	HA054A	NE	CITY OF WOOD RIVER				
MASSA   DIT   PAROWAN CITY POWER DEPARTMENT   6/13/2007   POWER DIST   7500   7000							69000
HADSTA   DO   DELMARYA POWER & LIGHT CO   SIJAZZON POWER DIST   22000   1000000   100000   100000   100000   100000   100000   100000   1000000   100000   100000   100000   100000   100000   100000   1000000   100000   100000   100000   100000   100000   100000   1000000   1000000   1000000   1000000   1000000   1000000   1000000   1000000   1000000   10000000   10000000   100000000	$\vdash$	~					115000 x 69000
HADDRA   DE   DELMARYA POWER & LIGHT CO						7500	67000 X 34500
HADDRAG   MM				6/14/2007	LOAD TAP CHANGER	10000	120000X67000
HADSEA   MM	HA037A	DE	DELMARVA POWER & LIGHT CO	6/13/2007	POWER DIST.	22000	69000
HADD99A   NO   CENTRAL POWER ELEC. COOP. INC.   6/1/2007   POWER DIST.   5000   1	HA046A	MN	ALEXANDRIA LIGHT & POWER	6/7/2007	LOAD TAP CHANGER	10000	115000
HADD99   NO	HA049A	ND	CENTRAL POWER ELEC. COOP, INC.			_	
MADDAGE   CO.   WESTERN UNITED ELECTRIC SUPPLY   S.723/2007   DOWER DIST.   15000   1		<del></del>			<del></del>		115000
HADDAGA   CO							115000
HADDSA   W  CITY OF RICHLAND CENTER   \$1/14/2007   POWER DIST.   15000						7500	69000
ABSSEA   SD	HA044C	co	WESTERN UNITED ELECTRIC SUPPLY	5/23/2007	LOAD TAP CHANGER	8000	115000
ABSSAS   SO	HA045A	WI	CITY OF RICHLAND CENTER	5/14/2007	POWER DIST.	15000	67000
MADAMA   CO	A955A	SD	EAST RIVER ELEC POWER COOP	5/7/2007	POWER DIST	_	
AB372A		$\overline{}$					69000
HADDADA							115000
HADD4A   CO							69000
ASSOP   SD				4/27/2007	MOTOR-STARTING	7500	69000
ABSOR   SO	-			4/27/2007	LOAD TAP CHANGER	8000	115000
AB950   SD	A950E	SD	EAST RIVER ELEC POWER COOP	4/24/2007	POWER DIST.	12000	69000
APPSA   SD	A950F	SD				$\rightarrow$	69000
HADDAD   A   SLEMCO						$\overline{}$	
APPRAIN   A   MIDAMERICAN ENERGY	$\overline{}$	$\overline{}$				$\rightarrow$	69000 X 41600
HAD43A   FL   SUMPTER ELECTRIC COOPERATIVE   4/13/2007   POWER DIST.   20000   1	$\overline{}$					20000	134000
A959A   NI	$\overline{}$			4/17/2007	POWER DIST.	10000	69000
A959A   WI   ADAMS COLUMBIA ELECTRIC COOP   4/12/2007   POWER DIST.   10000	HA043A	FL	SUMPTER ELECTRIC COOPERATIVE	4/13/2007	POWER DIST.	20000	69000
AB950A   IA   MIDAMERICAN ENREGY	A954D	WI	ADAMS COLUMBIA ELECTRIC COOP	4/12/2007	POWER DIST.	10000	69000
A951A   SD	A969A	IA					69000
AP91A   N		$\leftarrow$					
A980A NC DUKE ENERGY CAROLINAS, LLC 3/30/2007 POWER DIST: 8400 A950D SD EAST RIVER ELEC POWER COOP 3/29/2007 POWER DIST: 12000 (A953A TX A950C DUMBIA ELECTRIC COOP 3/29/2007 POWER DIST: 10000 A953A TX FECHLINE AUSTIN 3/26/2007 POWER DIST: 10000 A953A TX FECHLINE AUSTIN 3/26/2007 POWER DIST: 10000 A953A TX FECHLINE AUSTIN 3/26/2007 POWER DIST: 10000 A953B TW ADAMS COLUMBIA ELECTRIC COOP 3/21/2007 POWER DIST: 10000 A954B WI ADAMS COLUMBIA ELECTRIC COOP 3/21/2007 POWER DIST: 10000 A954B WI ADAMS COLUMBIA ELECTRIC COOP 3/21/2007 POWER DIST: 10000 A954B WI ADAMS COLUMBIA ELECTRIC SUPPLY 3/20/2007 [CIAD TAP CHANGER 100000 TI: 10000] A954C ND WININKOTA POWER COOP, 3/12/2007 POWER DIST: 12000 A956C ND WININKOTA POWER COOP, 1NC 3/8/2007 POWER DIST: 15000 68800 Y/2 A954A WI ADAMS COLUMBIA ELECTRIC COOP 3/2/2007 POWER DIST: 15000 68800 Y/2 A954A WI ADAMS COLUMBIA ELECTRIC COOP 3/2/2007 POWER DIST: 100000 TI: 1000000 TI: 100000		+	<u> </u>				69000
A950D SD EAST RIVER ELEC POWER COOP 3/29/2007 POWER DIST. 12000 (A954C WI ADAMS COLUMBIA ELECTRIC COOP 3/29/2007 POWER DIST. 10000 (A954B WI ADAMS COLUMBIA ELECTRIC COOP 3/29/2007 POWER DIST. 10000 (A954B WI ADAMS COLUMBIA ELECTRIC COOP 3/29/2007 POWER DIST. 10000 (A954B WI ADAMS COLUMBIA ELECTRIC COOP 3/21/2007 POWER DIST. 10000 (A954B WI ADAMS COLUMBIA ELECTRIC COOP 3/21/2007 POWER DIST. 12000 (A954B WI ADAMS COLUMBIA ELECTRIC SUPPLY 3/20/2007 POWER DIST. 12000 (A956B WI A950C SD EAST RIVER ELEC POWER COOP 3/21/2007 POWER DIST. 12000 (A956B WI A950C SD EAST RIVER ELEC POWER COOP 3/21/2007 POWER DIST. 12000 (A956B WI A950C SD EAST RIVER ELEC POWER COOP 3/20/2007 POWER DIST. 12000 (A956B WI A956B WI A968C WI A956B WI A968C						12000	67000
ASSAC   WI   ADAMS COLUMBIA ELECTRIC COOP   3/29/2007   POWER DIST.   10000   (a)			DUKE ENERGY CAROLINAS, LLC	3/30/2007	POWER DIST.	8400	69000
A9546   WI   ADAMS COLUMBIA ELECTRIC COOP   3/29/2007   POWER DIST.   10000   (A9548   WI   ADAMS COLUMBIA ELECTRIC COOP   3/21/2007   POWER DIST.   10000   (A9548   WI   ADAMS COLUMBIA ELECTRIC COOP   3/21/2007   POWER DIST.   10000   (A9548   WI   ADAMS COLUMBIA ELECTRIC COOP   3/21/2007   POWER DIST.   10000   (A9548   WI   ADAMS COLUMBIA ELECTRIC SUPPLY   3/20/2007   POWER DIST.   12000   (A9540   WESTERN UNITED ELECTRIC SUPPLY   3/20/2007   POWER DIST.   12000   (A9540   WESTERN UNITED ELECTRIC SUPPLY   3/20/2007   POWER DIST.   12000   (A9540   WESTERN UNITED ELECTRIC COOP   3/21/2007   POWER DIST.   12000   (A9540   WESTERN UNITED ELECTRIC COOP   3/21/2007   POWER DIST.   15000   68800   Y.   A9584   WI   ADAMS COLUMBIA ELECTRIC COOP   3/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   3/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   3/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   3/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   3/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   3/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   2/2/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   2/2/2/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   2/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   2/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   10000   (A9540   WESTERN UNITED ELECTRIC COOP   1/2/3/2007   POWER DIST.   1	A950D	SD	EAST RIVER ELEC POWER COOP	3/29/2007	POWER DIST.	12000	69000
A953A   TX	A954C	WI	ADAMS COLUMBIA ELECTRIC COOP	3/29/2007	POWER DIST.	10000	69000
A9548   WI   ADAMS COLUMBIA ELECTRIC COOP   3/21/2007   POWER DIST.   10000   (E)	A953A	ТХ	TECHLINE AUSTIN	_		$\overline{}$	67000
HA041A   CO							
A950C SD EAST RIVER ELEC POWER COOP 3/12/2007 POWER DIST. 12000 (A936A MO CITY OF WEST PLAINS 3/9/2007 POWER DIST. 12000 (A936A MO CITY OF WEST PLAINS 3/9/2007 POWER DIST. 12000 (A936A MO MININKOTA POWER COOP., INC 3/8/2007 POWER DIST. 15000 (A936A MO MININKOTA POWER COOP.). INC 3/8/2007 POWER DIST. 15000 (A936A MO MININKOTA POWER COOP.). INC 3/8/2007 POWER DIST. 10000 (A936A MO MININKOTA POWER COOP.). INC 3/8/2007 POWER DIST. 10000 (A936A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A947A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A947A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A947A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MININKOTA POWER COOP.). INC 2/16/2007 POWER DIST. 10000 (A948A MO MINING MO MO MINING						$\rightarrow$	69000
A936A MO CITY OF WEST PLAINS 3/9/2007 POWER DIST. 12000 6 A908C ND MINNKOTA POWER COOP., INC 3/8/2007 POWER DIST. 15000 68800 Y/. A954A WI ADAMS COLUMBIA ELECTRIC COOP 3/5/2007 POWER DIST. 10000 6 HA038A SD ROSEBUD ELECTRIC CO-OP 3/2/2007 POWER DIST. 5000 11: A950B SD EAST RIVER ELEC POWER COOP 2/2/2/2007 POWER DIST. 10000 6 A950A SD BLACK HILLS POWER & LIGHT CO. 2/21/2007 POWER DIST. 10000 6 A950A SD EAST RIVER ELEC POWER COOP 2/19/2007 POWER DIST. 10000 6 A950B ND MINNKOTA POWER COOP 2/19/2007 POWER DIST. 10000 6 A968B ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 6 A908B ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 6 A912A ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 6 A912A ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 6 A912A ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 6 A912A ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 6 A912A ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 10000 11 A913A LA SLEMCO 2/16/2007 LOAD TAP CHANGER 10000 11 A913A LA SLEMCO 1/26/2007 LOAD TAP CHANGER 10000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 11 A943A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 6 A933A IA MIDAMERICAN ENERGY 1/22/2007 POWER DIST. 10000 6 A933A IA MIDAMERICAN ENERGY 1/22/2006 POWER DIST. 10000 6 A940A IA MIDAMERICAN ENERGY 1/22/2006 POWE						10000	115000
A908C   ND		+	EAST RIVER ELEC POWER COOP	3/12/2007	POWER DIST.	12000	69000
A954A   WI   ADAMS COLUMBIA ELECTRIC COOP   3/5/2007   POWER DIST.   10000   6	A936A	МО	CITY OF WEST PLAINS	3/9/2007	POWER DIST.	12000	67000
A954A   WI	A908C	ND	MINNKOTA POWER COOP., INC	3/8/2007	POWER DIST.	15000	68800 Y/39722
HA038A   SD	A954A	WI	ADAMS COLUMBIA ELECTRIC COOP				69000
A950B   SD		_	<u> </u>				
A947A SD BLACK HILLS POWER & LIGHT CO. 2/21/2007 POWER DIST. 10000 6. A950A SD EAST RIVER ELEC POWER COOP 2/19/2007 POWER DIST. 12000 6. A950B ND MINNKOTA POWER COOP., INC 2/16/2007 POWER DIST. 15000 6. A912A ND MINNKOTA POWER COOP., INC 2/16/2007 POWER DIST. 15000 6. A912A ND MINNKOTA POWER COOP., INC 2/16/2007 POWER DIST. 12000 6. HA031B LA SLEMCO 2/16/2007 LOAD TAP CHANGER 10000 12 ZA016B NC JONES-ONSLOW ELECTRIC 2/9/2007 POWER DIST. 20000 6. HA031A LA SLEMCO 1/26/2007 LOAD TAP CHANGER 10000 12 HA031A LA SLEMCO 1/26/2007 POWER DIST. 20000 6. HA033A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 12000 11 A943A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 6. HA032A NE KBR RURAL ELECTRIC 1/23/2007 POWER DIST. 10000 6. HA032A NE KBR RURAL ELECTRIC 1/23/2007 POWER DIST. 7500 6. HA029A ND MOR-GRAN-SOU ELECTRIC 200P 1/10/2007 POWER DIST. 7500 6. HA029A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 10000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 10000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 10000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 10000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 15000 6. HA022A MN OTTER TAIL POWER COMPANY 1/22/2006 POWER DIST. 15000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 15000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 15000 6. HA022A MN OTTER TAIL POWER COMPANY 1/22/2006 POWER DIST. 15000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 15000 11 A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 15000 6. HA022A MN OTTER TAIL POWER COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904A OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904B OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904A OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904A OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904A OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904A OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 15000 6. A904A OH OHIO EDISON COMPANY 1/2/2/2006 POWER DIST. 7500 6. A904A OH OHIO EDISON COMPA				<del></del>			115000
A950A SD EAST RIVER ELEC POWER COOP 2/19/2007 POWER DIST. 12000 6 A908B ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 15000 68800 V/3 A912A ND MINNKOTA POWER COOP, INC 2/16/2007 POWER DIST. 12000 6 HA031B LA SLEMCO 2/16/2007 LOAD TAP CHANGER 10000 12 ZA016B NC JONES-ONSLOW ELECTRIC 2/9/2007 POWER DIST. 20000 6 HA031A LA SLEMCO 1/26/2007 LOAD TAP CHANGER 10000 13 HA031A LA SLEMCO 1/26/2007 LOAD TAP CHANGER 10000 12 HA031A LA SLEMCO 1/26/2007 LOAD TAP CHANGER 10000 13 HA036A TX DEAF SMITH ELEC COOP INC 1/26/2007 POWER DIST. 12000 11 HA032A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 6 HA033A IA MIDAMERICAN ENERGY COMPANY 1/24/2007 POWER DIST. 10000 11 HA032A NE KBR RURAL ELECTRIC 1/23/2007 POWER DIST. 8000 11 HA033A MN OTTER TAIL POWER COMPANY 1/22/2007 POWER DIST. 7500 6 HA029A ND MOR-GRAN-SOU ELECTRIC COOP 1/10/2007 POWER DIST. 10000 11 HA024A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 5000 6 HA027A MN MINNESOTA MUNICIPAL POWER 1/26/2007 POWER DIST. 15000 11 HA022A MN OTTER TAIL POWER COMPANY 1/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/2/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/2/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/2/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/2/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/2/29/2006 POWER DIST. 15000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 1/2/29/2006 POWER DIST. 15000 16 HA029A NC DUKE ENERGY CAROLINAS, LLC 1/21/2/2006 POWER DIST. 10000 6 HA029A NC DUKE ENERGY CAROLINAS, LLC 1/21/2/2006 POWER DIST. 10000 6 HA029A NC DUKE ENERGY CAROLINAS, LLC 1/21/2/2006 POWER DIST. 10000 6 HA029A NN LAKE COUNTRY POWER 1/21/2/2006 POWER DIST. 10000 6 HA029A NN LAKE COUNTRY POWER 1/21/2/2006 POWER DIST. 7500 6 HA029A NN STEARNS ELECTRIC ASSOCIATION 11/21/2/2006 POWER DIST. 7500 6 HA029A NN STEARNS ELECTRIC ASSOCIATION 11/21/2/2006 POWER DIST. 7500 6 HA0						12000	69000
A908B   ND			BLACK HILLS POWER & LIGHT CO.	2/21/2007	POWER DIST.	10000	67000
A908B   ND	A950A	SD	EAST RIVER ELEC POWER COOP	2/19/2007	POWER DIST.	12000	69000
A912A   ND	A908B	ND	MINNKOTA POWER COOP., INC	2/16/2007	POWER DIST.	15000	68800 Y/39722
HA031B   LA   SLEMCO   2/16/2007   LOAD TAP CHANGER   10000   12   10000   13   10000   13   10000   14   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   15   10000   16   10000   10000   10000   10000   10000   100000   100000   100000   100000   100000   1000000   100000000	A912A	ND	MINNKOTA POWER COOP INC.				68800
ZA0168 NC   JONES-ONSLOW ELECTRIC   2/9/2007   POWER DIST.   20000   6							
HA031A   LA   SLEMCO   1/26/2007   LOAD TAP CHANGER   10000   13							134000
HA036A TX   DEAF SMITH ELEC COOP INC   1/24/2007 POWER DIST.   12000   11							67000
A943A         IA         MIDAMERICAN ENERGY COMPANY         1/24/2007 POWER DIST.         10000         E           HA032A         NE         KBR RURAL ELECTRIC         1/23/2007 POWER DIST.         8000         11           A933A         MN         OTTER TAIL POWER COMPANY         1/22/2007 POWER DIST.         7500         6           HA029A         ND         MOR-GRAN-SOU ELECTRIC COOP         1/10/2007 POWER DIST.         10000         11           A929A         IA         MIDAMERICAN ENERGY         1/8/2007 POWER DIST.         5000         6           HA027A         MN         MINNESOTA MUNICIPAL POWER         1/5/2007 POWER DIST.         15000         13           HA022A         MN         OTTER TAIL POWER COMPANY         12/29/2006 POWER DIST.         10000         11           HA024A         IA         NEW HAMPTON MUNICIPAL LIGHT PL         12/29/2006 POWER DIST.         15000         6           HA028A         OH         OHIO EDISON         12/22/2006 POWER DIST.         5000         13           A904B         OH         OHIO EDISON COMPANY         12/15/2006 POWER DIST.         10000         6           A902A         NC         DUKE ENERGY CAROLINAS, LLC         12/12/2006 POWER DIST.         15000         6		_		1/26/2007	LOAD TAP CHANGER	10000	134000
A943A         IA         MIDAMERICAN ENERGY COMPANY         1/24/2007 POWER DIST.         10000         6           HA032A         NE         KBR RURAL ELECTRIC         1/23/2007 POWER DIST.         8000         11           A933A         MN         OTTER TAIL POWER COMPANY         1/22/2007 POWER DIST.         7500         6           HA029A         ND         MOR-GRAN-SOU ELECTRIC COOP         1/10/2007 POWER DIST.         10000         11           A929A         IA         MIDAMERICAN ENERGY         1/8/2007 POWER DIST.         5000         6           HA027A         MN         MINNESOTA MUNICIPAL POWER         1/5/2007 POWER DIST.         15000         11           HA022A         MN         OTTER TAIL POWER COMPANY         12/29/2006 POWER DIST.         10000         11           HA024A         IA         NEW HAMPTON MUNICIPAL LIGHT PL         12/29/2006 POWER DIST.         15000         6           HA028A         OH         OHIO EDISON         12/22/2006 POWER DIST.         5000         13           A904B         OH         OHIO EDISON COMPANY         12/15/2006 POWER DIST.         10000         6           A904A         NC         DUKE ENERGY CAROLINAS, LLC         12/12/2006 POWER DIST.         10000         6	HA036A	TX	DEAF SMITH ELEC COOP INC	1/24/2007	POWER DIST.	12000	115000
HA032A   NE   KBR RURAL ELECTRIC   1/23/2007 POWER DIST.   8000   11	A943A	IA	MIDAMERICAN ENERGY COMPANY	1/24/2007	POWER DIST.	10000	69000
A933A         MN         OTTER TAIL POWER COMPANY         1/22/2007 POWER DIST.         7500         6           HA029A         ND         MOR-GRAN-SOU ELECTRIC COOP         1/10/2007 POWER DIST.         10000         11           A929A         IA         MIDAMERICAN ENERGY         1/8/2007 POWER DIST.         5000         6           HA027A         MN         MINNESOTA MUNICIPAL POWER         1/5/2007 POWER DIST.         15000         11           HA022A         MN         OTTER TAIL POWER COMPANY         12/29/2006 POWER DIST.         10000         11           HA028A         IA         NEW HAMPTON MUNICIPAL LIGHT PL         12/29/2006 POWER DIST.         15000         6           HA028A         OH         OHIO EDISON         12/22/2006 POWER DIST.         5000         13           A904B         OH         OHIO EDISON COMPANY         12/15/2006 POWER DIST.         10000         6           A890         KY         EAST KENTUCKY POWER CO-OP         12/12/2006 POWER DIST.         15000         6           A902A         NC         DUKE ENERGY CAROLINAS, LLC         12/12/2006 POWER DIST.         8400         6           A904A         OH         OHIO EDISON COMPANY         12/11/2006 POWER DIST.         10000         6	HA032A	NE	<del></del>				115000
HA029A   ND   MOR-GRAN-SOU ELECTRIC COOP   1/10/2007   POWER DIST.   10000   11						_	
A929A IA MIDAMERICAN ENERGY 1/8/2007 POWER DIST. 5000 6 HA027A MN MINNESOTA MUNICIPAL POWER 1/5/2007 POWER DIST. 15000 11 HA022A MN OTTER TAIL POWER COMPANY 12/29/2006 POWER DIST. 10000 11 HA024A IA NEW HAMPTON MUNICIPAL LIGHT PL 12/29/2006 POWER DIST. 15000 6 HA028A OH OHIO EDISON 12/22/2006 POWER DIST. 5000 11 A904B OH OHIO EDISON 12/21/2006 POWER DIST. 5000 13 A904B OH OHIO EDISON COMPANY 12/15/2006 POWER DIST. 10000 6 A890 KY EAST KENTUCKY POWER CO-OP 12/12/2006 POWER DIST. 15000 6 A902A NC DUKE ENERGY CAROLINAS, LLC 12/12/2006 POWER DIST. 8400 6 A904A OH OHIO EDISON COMPANY 12/11/2006 POWER DIST. 10000 6 A904A OH OHIO EDISON COMPANY 12/11/2006 POWER DIST. 10000 6 A905A MN LAKE COUNTRY POWER 11/27/2006 POWER DIST. 12000 6 A915A MN STEARNS ELECTRIC ASSOCIATION 11/21/2006 POWER DIST. 7500 6 A901A NC DUKE ENERGY CAROLINAS, LLC 11/21/2006 POWER DIST. 7500 6 A901A NC DUKE ENERGY CAROLINAS, LLC 11/21/2006 POWER DIST. 7500 6 A901A NC DUKE ENERGY CAROLINAS, LLC 11/21/2006 POWER DIST. 7500 6							69000
HA027A   MN   MINNESOTA MUNICIPAL POWER   1/5/2007   POWER DIST.   15000   11     HA022A   MN   OTTER TAIL POWER COMPANY   12/29/2006   POWER DIST.   10000   11     HA024A   IA   NEW HAMPTON MUNICIPAL LIGHT PL   12/29/2006   POWER DIST.   15000   6     HA028A   OH   OHIO EDISON   12/22/2006   POWER DIST.   5000   13     A904B   OH   OHIO EDISON COMPANY   12/15/2006   POWER DIST.   10000   6     A890   KY   EAST KENTUCKY POWER CO-OP   12/12/2006   POWER DIST.   15000   6     A902A   NC   DUKE ENERGY CAROLINAS, LLC   12/12/2006   POWER DIST.   8400   6     A904A   OH   OHIO EDISON COMPANY   12/11/2006   POWER DIST.   10000   6     A910A   VA   DOMINION (VA ELEC & POWER CO)   12/4/2006   POWER DIST.   12000   6     A905A   MN   LAKE COUNTRY POWER   11/27/2006   POWER DIST.   7500   6     A915A   MN   STEARNS ELECTRIC ASSOCIATION   11/21/2006   POWER DIST.   7500   6     A901A   NC   DUKE ENERGY CAROLINAS, LLC   11/21/2006   POWER DIST.   7500   6     A901A   NC   DUKE ENERGY CAROLINAS, LLC   11/21/2006   POWER DIST.   7500   6     A901A   NC   DUKE ENERGY CAROLINAS, LLC   11/21/2006   POWER DIST.   8400   6     A901A   NC   DUKE ENERGY CAROLINAS, LLC   11/21/2006   POWER DIST.   7500   6     A901A   NC   DUKE ENERGY CAROLINAS, LLC   11/21/2006   POWER DIST.   8400   6						$\rightarrow$	115000
HA022A   MN   OTTER TAIL POWER COMPANY   12/29/2006   POWER DIST.   10000   11						5000	69000
HA022A   MN   OTTER TAIL POWER COMPANY   12/29/2006   POWER DIST.   10000   11		IMN	MINNESOTA MUNICIPAL POWER	1/5/2007	POWER DIST.	15000	115000
HA024A   IA   NEW HAMPTON MUNICIPAL LIGHT PL   12/29/2006   POWER DIST.   15000   6	HA022A	MN	OTTER TAIL POWER COMPANY	12/29/2006	POWER DIST.	10000	115000
HA028A         OH         OHIO EDISON         12/22/2006 POWER DIST.         5000         13           A904B         OH         OHIO EDISON COMPANY         12/15/2006 POWER DIST.         10000         6           A890         KY         EAST KENTUCKY POWER CO-OP         12/12/2006 POWER DIST.         15000         6           A902A         NC         DUKE ENERGY CAROLINAS, LLC         12/12/2006 POWER DIST.         8400         6           A904A         OH         OHIO EDISON COMPANY         12/11/2006 POWER DIST.         10000         6           A910A         VA         DOMINION (VA ELEC & POWER CO)         12/4/2006 POWER DIST.         12000         6           A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6	HA024A	IA					67000
A904B         OH         OHIO EDISON COMPANY         12/15/2006 POWER DIST.         10000         6           A890         KY         EAST KENTUCKY POWER CO-OP         12/12/2006 POWER DIST.         15000         6           A902A         NC         DUKE ENERGY CAROLINAS, LLC         12/12/2006 POWER DIST.         8400         6           A904A         OH         OHIO EDISON COMPANY         12/11/2006 POWER DIST.         10000         6           A910A         VA         DOMINION (VA ELEC & POWER CO)         12/4/2006 POWER DIST.         12000         6           A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6							
A890 KY EAST KENTUCKY POWER CO-OP 12/12/2006 POWER DIST. 15000 6 A902A NC DUKE ENERGY CAROLINAS, LLC 12/12/2006 POWER DIST. 8400 6 A904A OH OHIO EDISON COMPANY 12/11/2006 POWER DIST. 10000 6 A910A VA DOMINION (VA ELEC & POWER CO) 12/4/2006 POWER DIST. 12000 6 A905A MN LAKE COUNTRY POWER 11/27/2006 POWER DIST. 7500 6 A915A MN STEARNS ELECTRIC ASSOCIATION 11/21/2006 POWER DIST. 7500 6 A901A NC DUKE ENERGY CAROLINAS, LLC 11/21/2006 POWER DIST. 8400 66							138000
A902A         NC         DUKE ENERGY CAROLINAS, LLC         12/12/2006 POWER DIST.         8400         6           A904A         OH         OHIO EDISON COMPANY         12/11/2006 POWER DIST.         10000         6           A910A         VA         DOMINION (VA ELEC & POWER CO)         12/4/2006 POWER DIST.         12000         6           A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6						_	69000
A904A         OH         OHIO EDISON COMPANY         12/11/2006 POWER DIST.         10000         6           A910A         VA         DOMINION (VA ELEC & POWER CO)         12/4/2006 POWER DIST.         12000         6           A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6		+		12/12/2006	POWER DIST.	15000	69000
A904A         OH         OHIO EDISON COMPANY         12/11/2006 POWER DIST.         10000         6           A910A         VA         DOMINION (VA ELEC & POWER CO)         12/4/2006 POWER DIST.         12000         6           A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6	A902A	NC	DUKE ENERGY CAROLINAS, LLC	12/12/2006	POWER DIST.	8400	69000
A910A         VA         DOMINION (VA ELEC & POWER CO)         12/4/2006 POWER DIST.         12000         6           A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6	A904A	ОН	OHIO EDISON COMPANY				69000
A905A         MN         LAKE COUNTRY POWER         11/27/2006 POWER DIST.         7500         6           A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6			<del></del>				69000
A915A         MN         STEARNS ELECTRIC ASSOCIATION         11/21/2006 POWER DIST.         7500         6           A901A         NC         DUKE ENERGY CAROLINAS, LLC         11/21/2006 POWER DIST.         8400         6	_						
A901A NC DUKE ENERGY CAROLINAS, LLC 11/21/2006 POWER DIST. 8400 6		-				$\rightarrow$	69000
							69000
Lease lue luminus and a series			DUKE ENERGY CAROLINAS, LLC	11/21/2006	POWER DIST.	8400	69000
A907B   ND   MINNKOTA POWER COOP., INC   11/17/2006  POWER DIST.   10000   6	A907B	ND	MINNKOTA POWER COOP., INC	11/17/2006	POWER DIST.	10000	68800

HA021B	ND	SLODE ELECTRIC COORSOLT IN	4 4 4 5 1 = =	li a i a zua zuitura		
A900A	ND NC	SLOPE ELECTRIC COOPERATIVE		LOAD TAP CHANGER	8000	115000
HA021A	ND	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
A907A	ND	SLOPE ELECTRIC COOPERATIVE		LOAD TAP CHANGER	8000	115000
A908A	ND	MINNKOTA POWER COOP., INC		POWER DIST.	10000	68800
A899A	NC	MINNKOTA POWER COOP., INC		POWER DIST.	15000	68800 Y/39722
HA018A	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
A894	ОН	DUKE ENERGY CAROLINAS, LLC OHIO EDISON COMPANY		POWER DIST.	20000	69000
ZA008B	WA	LEWIS CO PUD		POWER DIST.	10000	69000
A879B	FL	SUMPTER ELECTRIC COOPERATIVE		POWER DIST.	10000	67000
A870A	wi	COLUMBUS WATER ANDD LIGHT DEPT		POWER DIST.	15000	67000
HA015A	OR	MILTON FREEWATER		POWER DIST.	10000	67000
A885A	IN	MARSHALL COUNTY REMC		POWER DIST.	15000	69000
A884A	IN	HUNTINGBURG MUNICIPAL ELECTRIC		POWER DIST.	12000	68800
A879A	FL	SUMPTER ELECTRIC COOPERATIVE		POWER DIST.	12000	67000
HA014A	NC	ABB INC.		POWER DIST.	15000	67000
A864A	GA	TRI-STATE ELECTRIC MEMBER COOP		POWER DIST.	10000	138000
A857	NE	SOUTHERN POWER DISTRICT		POWER DIST.	10000	67000
A880A	MT	HILL COUNTY ELECTRIC CO-OP		POWER DIST.	2500	67000
A880B	MT	HILL COUNTY ELECTRIC CO-OP		POWER DIST.	2500	69000
A876A	IA	MIDAMERICAN ENERGY		POWER DIST.	10000	69000
A862A	MN	GREAT RIVER ENERGY		POWER DIST.	5000	69000 69000
A861	ОН	PSI ENERGY		POWER DIST.	8400	69000
A841A	AR	CITY OF SILOAM SPRINGS		POWER DIST.	12000	67000
A845A	VA	MECKLENBURG ELECTRIC CO-OP	<del></del>	POWER DIST.	12000	115000
A850A	SD	BLACK HILLS POWER & LIGHT CO.		POWER DIST.	10000	67000
A843A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	12000	67000
A853A	МІ	SUPERIOR EQUIPMENT & SUPPLY CO		POWER DIST.	10000	69000
A844A	WI	MOUNT HOREB UTILITIES		POWER DIST.	10000	67000
A842A	NE	ELKHORN RURAL PPD		POWER DIST.	7500	69000
A811A	WI	LODI MUNICIPAL L&P UTILITY		POWER DIST.	7500	67000
A828A	IN	WABASH VALLEY POWER ASSOC	3/31/2006	POWER DIST.	10000	67000
A779A	IL	CITY OF WATERLOO	3/30/2006	LOAD TAP CHANGER	15000	69000 X 34500
A829A	IN	WABASH VALLEY POWER ASSOC	3/27/2006	POWER DIST.	20000	67000
A796B	IA	MIDAMERICAN ENERGY	3/24/2006	POWER DIST.	10000	69000
A818A	SD	EAST RIVER ELECT PWR COOP	3/23/2006	POWER DIST.	12000	69000
A796A	IA	MIDAMERICAN ENERGY	3/23/2006	POWER DIST.	10000	69000
A813A	DE	DELMARVA POWER & LIGHT CO	3/21/2006	POWER DIST.	17000	69000
A814A	DE	DELMARVA POWER & LIGHT CO	3/15/2006	POWER DIST.	17000	69000 GND WYE
A819A	SD	EAST RIVER ELECT PWR COOP	3/9/2006	POWER DIST.	10000	69000
A791A	KY	MONTICELL EPB	2/20/2006	POWER DIST.	30000	68800
A805A	ОК	TECUMSEH UTILITY AUTHORITY	2/13/2006	POWER DIST.	12000	69000
A809A	WA	LEWIS CO PUD	2/1/2006	POWER DIST.	12000	67000
A799A	NV	OVERTON POWER DISTRICT	12/23/2005	POWER DIST.	10000	67000
A788	ОН	PSI ENERGY	12/22/2005	POWER DIST.	8400	69000
A789	NC	DUKE ENERGY CAROLINAS, LLC	12/14/2005	POWER DIST.	8400	69000
A784A	IA	MIDAMERICAN ENERGY	12/8/2005	POWER DIST.	10000	69000
A761	PA	UGI UTILITIES INC.		POWER DIST.	15000	66000
A766	МТ	LOWER YELLOWSTONE VALLEY EC		POWER DIST.	10000	69000
A774	AZ	SOUTHWEST ELECTRIC SUPPLY CO		POWER DIST.	10000	69000
A737	NC	DUKE ENERGY CAROLINAS, LLC		POWER DIST.	8400	69000
A735	ОН	PSI ENERGY		POWER DIST.	8400	69000
A767A	IA	MIDAMERICAN ENERGY COMPANY		POWER DIST.	10000	69000
A733	ОН	PSI ENERGY		POWER DIST.	8400	69000
A734	ОН	PSI ENERGY		POWER DIST.	8400	69000
A736	ОН	PSI ENERGY		POWER DIST.	8400	69000
A7238	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	10000	69000
A655B	UT	WASHINGTON CITY		POWER DIST.	12000	67000
A723A	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	10000	69000
A714	NV	OVERTON POWER DISTRICT		POWER DIST.	10000	67000
A657A	OH	AMERICAN ELECTRIC POWER		POWER DIST.	12000	68800
	MT	MISSION VALLEY POWER		POWER DIST.	12000	69000 X 34500
$\overline{}$	OH	AMERICAN ELECTRIC POWER		LOAD TAP CHANGER	12000	68800
	MO	KRIZ-DAVIS COMPANY		POWER DIST.	10000	67000
$\overline{}$	MT	TONGUE RIVER ELECTRIC COOP		POWER DIST.	10000	69000
	SD	BLACK HILLS POWER & LIGHT CO.		LOAD TAP CHANGER	10000	67000
	MN	MCLEOD COOPERATIVE POWER		POWER DIST.	5000	69000
	SD	EAST RIVER ELECT PWR COOP		POWER DIST.	7500	69000
A655A	UT	WASHINGTON CITY		POWER DIST.	12000	67000
	IA	STORY CITY MUNICIPAL ELECTRIC		POWER DIST.	12000	68800X34400
	IN IL	NIPSCO		POWER DIST.	15000	68800
		CITY OF METROPOLIS IL		POWER DIST.	15000	69000
	он	CITY OF NEWTON FALLS	4/4/2005	POWER DIST.	10000	670

A640A	Tu	CITY OF AAFTROOOLIS II				
A640A A651A	WI	CITY OF METROPOLIS IL STOUGHTON ELEC UTILITY		POWER DIST.	15000	69000
A652A	AZ			POWER DIST.	10000	67000
A638A	NE NE	CITY OF MESA		POWER DIST.	12000	69000
A621A	UT	POLK COUNTY RURAL PUBLIC POWER		POWER DIST.	7500	67000
A644A	IL	GARKANE ENERGY COOPERATIVE		POWER DIST.	10000	67000
A625A	SD	CITY OF WATERLOO		LOAD TAP CHANGER	15000	69000 X 34500
A609A	IA IA	BLACK HILLS POWER & LIGHT CO.		LOAD TAP CHANGER	10000	67000
A626A	TX	MIDAMERICAN ENERGY DEAF SMITH ELEC COOP INC		POWER DIST.	10000	69000
A575B	CA			POWER DIST.	12000	67000
A623A	NY	SACRAMENTO MUNICIPAL UTIL. DIS		POWER DIST.	10000	70600
$\overline{}$		KESTREL MANAGEMENT L.P.		POWER DIST.	5000	66000
A623B	IA IA	KESTREL MANAGEMENT L.P.		POWER DIST.	5000	66000
A614A A584A	TX	MIDAMERICAN ENERGY		POWER DIST.	5000	69000
A624A	AZ	MONTANA ELECTRIC SUPPLY		POWER DIST.	10000	67000
	IA.	TOHONO O'ODHAM UTILITY AUTH		POWER DIST.	7500	69000
A622		MIDAMERICAN ENERGY		POWER DIST.	10000	69000
A595B	IN	NIPSCO		POWER DIST.	15000	68800
A595A	IN	NIPSCO	<del></del>	POWER DIST.	15000	68800
A577A	WY	HIGH PLAINS POWER, INC.		POWER DIST.	7500	69000
A575A	CA	SACRAMENTO MUNICIPAL UTIL. DIS		POWER DIST.	10000	70600
A580A	AZ	CITY OF MESA		POWER DIST.	12000	69000
A579A	TX	MONTANA ELECTRIC SUPPLY		POWER DIST.	10000	67000
A585A	IA	MIDAMERICAN ENERGY		POWER DIST.	10000	69000
A583A	TX	DEAF SMITH ELEC COOP INC		POWER DIST.	12000	67000
A571A	TX	RITA BLANCA ELECTRIC CO-OP		POWER DIST.	12000	67000
A568A	MT	YELLOWSTONE VALLEY ELECTRIC	7/28/2004	POWER DIST.	10000	69000
A538A	CA	SACRAMENTO MUNICIPAL UTIL. DIS		POWER DIST.	10000	70600
A532F	WI	PRAIRIE DU SAC ELECTRIC DEPT.	7/22/2004	POWER DIST.	12000	69000
A560A	WI	LODI MUNICIPAL L&P UTILITY	7/21/2004	POWER DIST.	7500	67000
A532A	WI	PRAIRIE DU SAC ELECTRIC DEPT.	6/28/2004	POWER DIST.	12000	69000
A537	МО	CITIZENS ELECTRIC CORP	6/9/2004	POWER DIST.	5000	67000
A455	IA	MIDAMERICAN ENERGY	6/9/2004	POWER DIST.	5000	69000
A457	IA	MIDAMERICAN ENERGY	6/3/2004	POWER DIST.	5000	69000
A553	ME	MAINE PUBLIC SERVICE CO.	6/2/2004	POWER DIST.	10000	69000
A530A	NE	CUSTER PUBLIC POWER DISTRICT	5/11/2004	POWER DIST.	7500	69000
A523	ОН	AMERICAN ELECTRIC POWER	5/3/2004	LOAD TAP CHANGER	12000	68800
A516A	IN	VECTREN ENERGY DELIVERY	5/2/2004	LOAD TAP CHANGER	15000	67000
A509	ОН	AMERICAN ELECTRIC POWER	4/23/2004	POWER DIST.	12000	68800
A497B	IA	ALLIANT ENERGY	4/8/2004	LOAD TAP CHANGER	10000	69000
A512A	IA	SPENCER MUNICIPAL UTILITIES	3/19/2004	POWER DIST.	10000	67000
A497A	IA	ALLIANT ENERGY	3/16/2004	LOAD TAP CHANGER	10000	69000
A504	ОН	AMERICAN ELECTRIC POWER	3/16/2004	POWER DIST.	12000	68800
A494A	MT	BIG HORN COUNTY ELECTRIC COOP	3/11/2004	POWER DIST.	5000	69000
A500A	MN	MINNESOTA VALLEY COOPERATIVE	3/1/2004	POWER DIST.	5000	69000
A460A	WI	ALLIANT	3/1/2004	LOAD TAP CHANGER	10000	69000 X 34500
A460B	WI	ALLIANT	3/1/2004	LOAD TAP CHANGER	10000	69000 X 34500
A446	ОН	AMERICAN ELECTRIC POWER	2/6/2004	POWER DIST.	12000	68800
A471B	WI	WISCONSIN DELLS W&L UTILITY	1/16/2004	POWER DIST.	7500	69000
A471A	WI	WISCONSIN DELLS W&L UTILITY	1/15/2004	POWER DIST.	7500	69000
A481A	ОН	AMERICAN ELECTRIC POWER	1/8/2004	POWER DIST.	15000	68800
A478B	IL	AMEREN ENERGY RESOURCES GENERA	12/12/2003	POWER DIST.	12000	69000 GRDY/39838
A470	IA	MIDAMERICAN ENERGY		POWER DIST.	10000	69000
A459A	ОК	OKLAHOMA MUNICIPAL POWER	11/20/2003	POWER DIST.	7500	69000
A456A	IA	MIDAMERICAN ENERGY		POWER DIST.	5000	69000
A456B	IA	MIDAMERICAN ENERGY		POWER DIST.	5000	69000
A439A	WI	MEDFORD ELECTRIC UTILITY		POWER DIST.	10000	69000
A389A	NE	PERENNIAL PUBLIC POWER DIST.		POWER DIST.	7500	69000X34500
A389D	NE	PERENNIAL PUBLIC POWER DIST.		POWER DIST.	7500	69000X34500
A374	IA	ALLIANT ENERGY		LOAD TAP CHANGER	15000	69000
A431	МТ	MISSOULA ELECTRIC CO-OPERATIVE		POWER DIST.	1500	69000 X 50000
A438A	IA	MIDAMERICAN ENERGY		LOAD TAP CHANGER	5000	69000 A 30000
A384A	IN	WABASH VALLEY POWER ASSOC		POWER DIST.	10000	67000
A418	IA	ALLIANT ENERGY		POWER DIST.	2500	69000
A413A	IN	MARSHALL COUNTY REMC		POWER DIST.	10000	68800
A423A	мо	CITY OF WEST PLAINS		POWER DIST.	12000	67000
A422	ОК	GRAND RIVER DAM AUTHORITY		LOAD TAP CHANGER	15000	67000
A383A	ID	BRIGHAM YOUNG UNIVERSITY		POWER DIST.	10000	67000
	ID	BRIGHAM YOUNG UNIVERSITY		POWER DIST.	10000	67000
A383B		VILLAGE OF BREWSTER		POWER DIST.	10000	67000
A383B A358A	ОН	INITIAGE OF BREWSTER	0/13//0030			
	ОН			<del></del>		
A358A A358B	ОН	VILLAGE OF BREWSTER	8/13/2003	POWER DIST.	10000	67000
A358A			8/13/2003 8/1/2003	<del></del>		

A 20C0	IA AT	VELLOWETONE VILLE CONTROL				
A396B	MT	YELLOWSTONE VALLEY ELECTRIC		POWER DIST.	10000	69000
A377A	ОН	VILLAGE OF CAREY		POWER DIST.	10000	67000
A401A	MN	SOUTH CENTRAL ELEC ASSOC (MN)		POWER DIST.	10000	69000
A396A	MT	YELLOWSTONE VALLEY ELECTRIC		POWER DIST.	7500	69000 X 50000
A382	IA	ALLIANT ENERGY CORP		POWER DIST.	10000	69000
A387A	CA	MODESTO IRRIGATION DISTRICT		POWER DIST.	12000	69000
A387B	CA	MODESTO IRRIGATION DISTRICT	5/27/2003	POWER DIST.	12000	69000
A387C	CA	MODESTO IRRIGATION DISTRICT	5/27/2003	POWER DIST.	12000	69000
A290	IA	WOODBINE MUNICIPAL L & P		POWER DIST.	5000	67000
A322E	WA	PUD NO 1 OKANOGAN COUNTY	5/6/2003	POWER DIST.	12000	115000
A340	ОН	AMERICAN ELECTRIC POWER	4/25/2003	LOAD TAP CHANGER	12000	68800
A192A	ND	BORDER STATES ELECTRIC SUPPLY	4/25/2003	POWER DIST.	12000	67000
A283A	CA	CITY OF GLENDALE	4/25/2003	POWER DIST.	15000	69000
A345	ОН	AEP/GAHANNA	4/22/2003	POWER DIST.	12000	68800
A371	ОН	AMERICAN ELECTRIC POWER	4/16/2003	POWER DIST.	12000	68800
A339	ОН	AMERICAN ELECTRIC POWER	4/8/2003	POWER DIST.	12000	68800
A329D	IA	LINN COUNTY RURAL ELEC CO-OP	3/31/2003	POWER DIST.	10000	69000
A288A	ND	BORDER STATES ELECTRIC SUPPLY	3/31/2003	POWER DIST.	7500	67000
A268	ND	BORDER STATES ELECTRIC SUPPLY	3/28/2003	POWER DIST.	5000	69000
A276	IA	ORANGE CITY MUNICIPAL UTILITY	3/7/2003	LOAD TAP CHANGER	8400	67000
A329B	IA	LINN COUNTY RURAL ELEC CO-OP	3/4/2003	POWER DIST.	10000	69000
A343A	МО	NORTHEAST MISSOURI ELECTRIC	3/3/2003	LOAD TAP CHANGER	11000	67000
A343B	МО	NORTHEAST MISSOURI ELECTRIC	3/3/2003	LOAD TAP CHANGER	11000	67000
A322A	WA	PUD NO 1 OKANOGAN COUNTY	2/21/2003	POWER DIST.	12000	115000
A329A	IA	LINN COUNTY RURAL ELEC CO-OP	2/20/2003	POWER DIST.	5000	69000X34500
A141E	IA	MIDAMERICAN ENERGY CO	2/7/2003	POWER DIST.	5000	69000
A270A	KY	KENERGY CORP	2/4/2003	POWER DIST.	10000	67000
A262	IA	ALLIANT ENERGY	12/13/2002	POWER DIST.	10000	69000
A286A	ND	BORDER STATES ELECTRIC SUPPLY	12/12/2002	POWER DIST.	10000	67000
A295	ОН	AMERICAN ELECTRIC POWER	12/10/2002	POWER DIST.	7500	68800
A260	IA	ALLIANT ENERGY		POWER DIST.	10000	69000
A273A	NE	CITY OF SOUTH SIOUX CITY		POWER DIST.	10000	67000
A273B	NE	CITY OF SOUTH SIOUX CITY		POWER DIST.	10000	67000
A261	IA	ALLIANT ENERGY		POWER DIST.	7500	69000
A141D	IA	MIDAMERICAN ENERGY CO		POWER DIST.	5000	69000
A250A	ND	BORDER STATES ELECTRIC SUPPLY		POWER DIST.	10000	69000
A113	FL	FLORIDA POWER CORP		POWER DIST.	12000	69000
A188A	ОН	OHIO POWER COMPANY		POWER DIST.	12000	68800
A184B	MN	FEDERATED RURAL ELECTRIC ASSC		POWER DIST.	7500	69000
A163A	ND	BORDER STATES ELECTRIC SUPPLY		POWER DIST.	5000	67000
A115	FL	FLORIDA POWER CORP		POWER DIST.	12000	69000
A184A	MN	FEDERATED RURAL ELECTRIC ASSC		POWER DIST.	7500	
A203A	MN	CITY OF LAKEFIELD		POWER DIST.	5000	69000 67000
A141B	IΑ	MIDAMERICAN ENERGY CO		POWER DIST.	5000	69000
A141C	IA	MIDAMERICAN ENERGY CO		POWER DIST.	5000	69000
A114	FL	FLORIDA POWER CORP		POWER DIST.	12000	
A013A	IN	TOWN OF EDINBURGH		POWER DIST.	12000	69000
	IN	TOWN OF EDINBURGH		POWER DIST.	12000	67000
A143	IA	MAQUOKETA VALLEY ELEC CO-OP		POWER DIST.	5000	67000
A197B	IA	MIDAMERICAN ENERGY CO		POWER DIST.	5000	69000/39383
A197A	IA	MIDAMERICAN ENERGY CO		POWER DIST.		69000
A112	FL	FLORIDA POWER CORP		POWER DIST.	5000 12000	69000
A175B	MS	SOUTHERN PINE ELEC POWER ASSOC		POWER DIST.		69000
A182	UT	DIXIE ESCALANTE ELECTRIC		POWER DIST.	12000	67000
A170	ND	BORDER STATES ELECTRIC SUPPLY		POWER DIST.	10000	67
A175C	MS	SOUTHERN PINE ELEC POWER ASSOC		POWER DIST.	7500 12000	69000
A141A	IA	MIDAMERICAN ENERGY CO		POWER DIST.		67000
A175A	MS	SOUTHERN PINE ELEC POWER ASSOC		POWER DIST.	5000	69000
A176A	AK	GOLDEN VALLEY ELECTRIC ASSOC			12000	67000
A172	IA	ALLIANT ENERGY		POWER DIST.	12000	69000
A119A	MI	MIDWEST ENERGY COOPERATIVE		POWER DIST.	10000	69000
A119B	MI	MIDWEST ENERGY COOPERATIVE		POWER DIST.	7500	67000
A1196 A128	SD	NORTHWESTERN ENERGY		POWER DIST.	10000	67000
A136A	IL	CITY OF CASEY		POWER DIST.	2500	69000Y /39840
A129	ОН			POWER DIST.	12000	69000
A104A	MI	COLUMBUS SOUTHERN POWER CO		POWER DIST.	12000	68800
A104A A126	IA	EDISON SAULT ELECTRIC CO.		POWER DIST.	15000	69000
		ALLIANT ENERGY CORP		POWER DIST.	7500	69000
A165A A061A	MO FL	GRAYBAR ELECTRIC CO		POWER DIST.	15000	69000
		SUWANNEE VALLEY ELECTRIC CO-OP		POWER DIST.	5000	115000
A133	IA .	ALLIANT ENERGY		POWER DIST.	10000	69000
A122A	MO	M&A ELECTRIC POWER COOPERATIVE		POWER DIST.	10000	67000
A009A	LA LA	WASHINGTON-ST.TAMMANY ELECT WASHINGTON-ST.TAMMANY ELECT		POWER DIST.	10000	67000
A009B			1 2/6/2002	POWER DIST.	10000	67000

NE	SOUTHERN POWER DISTRICT	1/29/200	POWER DIST.	10000	
NE	<del></del>			10000	67000
IA	MAQUOKETA MUNICIPAL ELECTRIC				67000 68800 X 3440
мо	CITIZENS ELECTRIC CORP				67000 K 3440
UT	DIXIE ESCALANTE ELECTRIC				67
ОН	VILLAGE OF GRAFTON	1/2/2002	POWER DIST.	10000	67000
мо	UTILICORP UNITED, INC.	12/5/2001	POWER DIST.	15000	67000
_	UTILICORP UNITED, INC.			15000	6700
_				10000	67000
+				7500	69000
_					67000
-					68800
_					67000
ОН					67000
ОН	PAULDING PUTNAM ELECT CO-OP				69000
ОН	FRONTIER POWER CO				69000
IA	BROOKLYN MUNICIPAL UTILITIES	9/28/2001	POWER DIST.	3750	69000 x 34500
UΤ	DIXIE ESCALANTE ELECTRIC	9/25/2001	POWER DIST.	10000	67
IA	CITY OF AKRON	9/6/2001	POWER DIST.	5000	67000
-				10000	67000
_				10000	67000
_				5000	67000
_				<del></del>	69000
-					69000
ОН	CITY OF LEBANON				67000
IN	NIPSCO				68800
CA	MODESTO IRRIGATION DISTRICT				69000
NE	NEBRASKA CITY UTILITIES	4/16/2001	POWER DIST.	7500	69000GNDY /39840
IA	CITY OF BLOOMFIELD	3/30/2001	POWER DIST.	5000	67000
_	MODESTO IRRIGATION DISTRICT	3/30/2001	POWER DIST.	12000	69000
				7500	69000
					67000
					67000
_					69000 X 34500
					69000 X 34500
MS					69000 69000
ОН	OHIO POWER COMPANY				68800
он	OHIO POWER COMPANY				68800
UT	HURRICANE CITY POWER OFFICES	2/5/2001	POWER DIST.	12000	69000
SD	WEST CENTRAL ELECTRIC COOP, INC	1/19/2001	POWER DIST.	7500	67000
		1/17/2001	POWER DIST.	15000	69000
				15000	69000
				15000	69000
	<del>                                     </del>	-			67000
	<del></del>				67000
ОН					69000x34500
ОН	VILLAGE OF WOODVILLE			5000	69000x34500
мо	CITY OF WEST PLAINS			12000	67000
MI	EDISON SAULT ELECTRIC CO.			10000	69000
LA	CITIZENS UTILITIES PUB.SERV.	7/11/2000	POWER DIST.	12000	69000
CA	MODESTO IRRIGATION DISTRICT			8000	69000
CA	MODESTO IRRIGATION DISTRICT			8000	69000
				10000	67000
					67000
	<del></del>				67000
IA					67000 69000 Y 24500
IA					69000 X 34500 69000 X 34500
WI	RESCO				67000 x 34300
NV	OVERTON POWER DISTRICT			10000	67000
MS	ENTERGY CORP-ACCOUNTS PAYABLE		POWER DIST.	8400	69000
GA	GEORGIA TRANSMISSION CORP		POWER DIST.	15000	67000
	RESCO	4/14/2000	POWER DIST.	12000	67000
IA					_
ID	FALL RIVER ELECTRIC	4/7/2000	POWER DIST.	7500	69000
ID MO	UTILICORP UNITED, INC.	4/6/2000	POWER DIST.	7500 7500	69000 67000
ID		4/6/2000 4/3/2000		_	
	IIA  MO UT OH MO MO MO MO MO KS UT OH OH OH OH OH OH OH OH IA UT IA OH OH IA CA MN OH OH OH IA UT IA OH OH OH IA CA MN OH OH IA	IA MAQUOKETA MUNICIPAL ELECTRIC  MO CITIZENS ELECTRIC CORP  UT DIXIE ESCALANTE ELECTRIC  OH VILLAGE OF GRAFTON  MO UTILICORP UNITED, INC.  MO CITY OF MONROE  KS KRIZ-DAVIS CO 62425  WI CUBA CITY LIGHT & WATER PLANT  OH OHIO POWER COMPANY  WA CITY OF PORT ANGELES  OH VILLAGE ADMINISTRATOR  OH VILLAGE ADMINISTRATOR  OH PAULOING PUTMAM ELECT CO-OP  OH FRONTIER POWER CO  IA BROOKLYN MUNICIPAL UTILITIES  UT DIXIE ESCALANTE ELECTRIC  IA CITY OF AKRON  OH LORAIN-MEDINA RURAL ELEC.CO-OP  IA L&O POWER COOPERATIVE  CA MODESTO IRRIGATION DISTRICT  MN STEELE-WASECA COOP. ELECTRIC  OH CITY OF LEBANON  IN NIPSCO  CA MODESTO IRRIGATION DISTRICT  NE NEBRASKA CITY UTILITIES  IA CITY OF BLOOMFIELD  CA MODESTO IRRIGATION DISTRICT  NE NEBRASKA CITY UTILITIES  IA CITY OF BLOOMFIELD  CA MODESTO IRRIGATION DISTRICT  NE NEBRASKA CITY UTILITIES  IA CITY OF BLOOMFIELD  CA MODESTO IRRIGATION DISTRICT  NE NEBRASKA CITY UTILITIES  IA CITY & BOROUGH OF SITKA  AK ALASKA ELECTRIC LIGHT & POWER  MO M&A ELECTRIC POWER COOPERATIVE  NE PERENNIAL PUBLIC POWER DIST.  UT HURRICANE CITY POWER OFFICES  MS ENTERGY CORP-ACCOUNTS PAYABLE  OH OHIO POWER COMPANY  OH OHIO POWER DISTRICT  OH OHIO POWER DISTRICT  OH OHIO POWER DIST	NE	NE	NE

9598D	NE	NORRIS PUBLIC POWER DISTRICT	3/28/2000	POWER DIST.	3750	67000
9598A	NE	NORRIS PUBLIC POWER DISTRICT	3/16/2000	POWER DIST.	3750	67000
9599	IN	SCOTTSBURG MUNICIPAL ELECTRIC	3/16/2000	POWER DIST.	12000	67000
9466	IL	SOUTHWESTERN ELECTRIC CO-OP	3/14/2000	POWER DIST.	5000	69000
9341	. IA	RESCO	2/25/2000	POWER DIST.	10000	67000
9571	NV	OVERTON POWER DISTRICT	1/19/2000	POWER DIST.	10000	67000
9433	IA	RESCO	1/11/2000	POWER DIST.	10000	69000
9474	ОН	CITY OF GALION	12/23/1999	POWER DIST.	10000	67000
9526	MN	MADELIA MUNICIPAL LIGHT&POWER	12/23/1999	POWER DIST.	7500	69000
9548	GA	GEORGIA TRANSMISSION CORP	12/7/1999	POWER DIST.	8000	67000
9520	IN	CONSOLIDATED ELECTRIC CO-OP	11/16/1999	POWER DIST.	12000	67000
9296A	IL	ELASCO	11/15/1999	POWER DIST.	12000	69000
9296B	IL	ELASCO		POWER DIST.	12000	69000
9463		RESCO		POWER DIST.	5000	69000
9495		CITIZENS ELECTRIC CORP		POWER DIST.	10000	67000
93528	NV	CITY OF BOULDER		POWER DIST.	7500	69000
9352A	NV	CITY OF BOULDER		POWER DIST.	7500	69000
9443	_	AMERICAN ELECTRIC POWER		POWER DIST.	7500	68800
9204A	AK	CITY & BOROUGH OF SITKA	8/16/1999	<del></del>	10000	69000GND Y/39800
9317		WUNDERLICH MALEC		POWER DIST.	5000	67000
9399		OTTER TAIL POWER COMPANY		POWER DIST.	3750	69000
9398	-	OTTER TAIL POWER COMPANY		POWER DIST.	2500	
9348	<del></del>	SOUTH CENTRAL POWER CO		POWER DIST.	12000	69000 67000
9346A	IL	CITY OF CASEY		POWER DIST.		
9175	-	LAS ANIMAS MUNICIPAL L&P			12000	69000
	IL			LOAD TAP CHANGER	10000	69000
9292A 19292B	IL	ENERSTAR POWER CORPORATION		POWER DIST.	5000	69000
92928		ENERSTAR POWER CORPORATION		POWER DIST.	5000	69000
	-	SIERRA PACIFIC PWR		POWER DIST.	11000	63000
9265	_	BLACK HILLS POWER & LIGHT CO.		POWER DIST.	7500	67000
9187A	ОН	VILLAGE OF MONTPELIER, OHIO		POWER DIST.	10000	67000
9237A	IL	CITY OF BREESE		LOAD TAP CHANGER	12000	69000
9139A	NE	SOUTHERN POWER DISTRICT		POWER DIST.	7500	69000 X 34500
9139B	NE	SOUTHERN POWER DISTRICT		POWER DIST.	7500	69000 X 34500
9149A	AZ	CITY OF MESA		POWER DIST.	12000	67000
9145	_	MISSION VALLEY POWER		POWER DIST.	5000	69000 X 34500
9105B	NV	OVERTON POWER DISTRICT		POWER DIST.	10000	67000
9105A	NV	OVERTON POWER DISTRICT		POWER DIST.	10000	67000
8870	-	CITY OF SOUTH SIOUX CITY		POWER DIST.	10000	67000
9004A	NE	CITY OF BENKELMAN	<del></del>	POWER DIST.	5000	69000
8964		MISSOULA ELECTRIC CO-OPERATIVE	<del></del>	POWER DIST.	7000	69000 X 50000
9039		OMAHA PUBLIC POWER DISTRICT		POWER DIST.	15000	69000
8900A	IL	VILLAGE OF GREENUP	-,,	POWER DIST.	7500	69000
8733A	IN	SCOTTSBURG MUNICIPAL ELECTRIC		POWER DIST.	12000	69000
8860	_	AMERICAN ELECTRIC POWER		POWER DIST.	7500	68800
8906	-	ENTERGY CORP-ACCOUNTS PAYABLE		MOTOR-STARTING	10000	69000
8865A	AZ	NAVOPACHE ELECTRIC COOP, INC		POWER DIST.	7500	69000
8889	_	AMERICAN ELECTRIC POWER	<del></del>	POWER DIST.	1500	68800
D364A	ND	ROUGHRIDER ELECTRIC COOP	<del></del>	POWER DIST.	12000	115000 Y/66395
D364B	ND	ROUGHRIDER ELECTRIC COOP		POWER DIST.	12000	115000 Y/66395
D381A	SD	EAST RIVER ELECT PWR COOP	11/11/1969	POWER DIST.	8400	115000 X 69000
D223A	NC	DUKE ENERGY CAROLINAS, LLC	11/11/1969	POWER DIST.	8400	69000
GA337A	FL	FLORIDA POWER & LIGHT CO	11/11/1969	POWER DIST.	33000	230000
GA366A	CA	SILICON VALLEY POWER	11/11/1969	LOAD TAP CHANGER	30000	60000 Y/34641



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## Transformer design and construction

Virginia Transformer Corporation has 3 manufacturing facilities, each specializing in specific sizes of transformers. This delineation of manufacturing allows VTC to achieve maximum efficiency and short lead time for production, yet maintain technical and commercial continuity among the 3 locations. Our plant in Chihuahua, Mexico manufactures dry transformers and smaller oil-filled units. Our Roanoke, Virginia facility is our company headquarters, and manufactures the mid sized oil transformers, and large dry units. Medium power transformers are manufactured in our Pocatello, Idaho plant, which also has repair facilities.

#### **VTC POCATELLO**

<u>Design practices:</u> Transformer Design Engineering at VTC Pocatello is staffed by senior experienced transformer designers both mechanical and electrical along with a well trained group of junior electrical & mechanical engineers. The engineering department is also equipped with a multitude of software to assist in the design process to produce designs of high quality to meet customer specifications. The design functions include design at quote stage, order reviews, design reviews, electrical design followed by customer drawings which also include control drawings for all controls associated with the transformer.

The actual electrical design of the transformer is done using the company's "VB Design Program" which is regularly updated to reflect the latest design practice and also updated based on actual test results.

Some of the other important software used are Anderson Program for establishing the short circuit withstand capability of the transformer, determining the impedance and stray losses within the windings, impulse program provides guidelines for establishing certain safety factors when designing non standard transformers and software for cooling design.

All engineering drawings which include customer drawings and manufacturing drawings are stored in the company's main server and are accessible at any instant. The bill of materials, sales orders, pricing, weights, technical archives and manufacturing schedules are all handled by ERP system, the GULL program which is very comprehensive, flexible and suitable to take care of MRP for all three manufacturing plants of VTC Corp. As a result of which we can retrieve any information for providing any later date after sales service.

<u>Short circuit withstand</u>: Every VTC facility designs transformers to the same exacting standards with respect to short circuit capability. Specially work hardened copper to meet the maximum tensile and bending stress which the coils would face under short circuit is used for the transformer. The clamping structure is also designed to withstand these short circuit forces. All insulation used in the assembly of transformer is of T-IV grade from Weidmann which has high dielectric and mechanical strength with minimal shrinkage after processing.

Our transformers have been tested for short circuit in certified testing laboratories (see list of transformers tested).

<u>Transformer base</u>: Virginia Transformer has two base designs, both of which have proven to have superior rigidity and flexibility to adapt to any foundation design. Our structural base uses

strengthened members to carry the weight of the transformer at critical locations. Our solid, flat base is sized to distribute weight over the complete base assembly, while providing the same skidding, rolling and pulling capabilities as our structural base. The bases are both specifically designed based on tank size and seismic zones and can be customized to suit any foundation or pad needed.

<u>Core</u>: The transformer core is made of cold-rolled, grain-oriented silicon steel laminations which provide high permeability and low core losses. Grades commonly used are M4, M6. These laminations come with a special Carlite coating which provides a thin uniform high resistance surface film which reduces eddy current loss.

Cores are also made of Hi-B grade steel like H0-DR type which is core steel laminations which have their atomic domain structure refined by laser scribing. These are special steels which give very low core loss, magnetizing currents and much lower sound levels.

All of our transformers use a 'Step-Lap', mitre-cut core design, which provides minimum core loss reduced noise levels and reduced excitation amperes.

Horizontal core members (yokes) are clamped using core brackets instead of direct core bolts. This method of clamping eliminates possibility of core bolt failure and consequent transformer failure.

Vertical members of the core (legs) are clamped using tie plates (sometime called flitch plates). The tie-plates are supported at either end by the brackets that brace the core yokes. As the yoke brackets are tightened, these tie plates snug against the core legs to maintain tension on the core's vertical members. Core laminations are insulated from the brackets by T-IV insulation.

Core ground lead is brought out to a feed through terminal on cover, so the insulation resistance of core to ground can also be measured externally.

These core steels are purchased from AK Steel and other reputed core steel manufacturers and conform to ASTM standards.

Core steel rolls are sheared in house on state of the art CNC core cutting machine to ensure minimum burr level and precise length and mitre angles.

<u>Windings:</u> Electrical grade copper conductor – rectangular or CTC (Continuously Transposed Cable) is purchased from various sources, domestic & overseas. Conductor and Cable are insulated with wraps of thermally upgraded Kraft paper. The kraft insulating paper is applied in multiple layers using half-lapping or over-lapping for thorough insulation. Coil winding takes place in an environmentally controlled winding room. This room is isolated from the other manufacturing processes to avoid contamination of the windings. Technicians wind the coils according to design instructions from the engineering staff. Coil winding practices and procedures are described in the VTC Pocatello winding manual, which details each step of the winding process.

HV and LV windings are wound individually on Weidmann insulating cylinders. This lends great short circuit strength to the coils apart from the strength provided by work hardened copper. The coils are then sized using a hydraulic press to achieve designed electrical height. Windings are manufactured as circular disc for high voltage winding and helical, disc or CTC for the low voltage windings. Extra high voltage HV coils have shields at ends and static end rings to provide impulse withstand capability.

Cooling ducts between the high voltage and low voltage windings give the required electrical isolation and provides a channel for cooling. These ducts are formed with sawcut fill for low voltage regulating windings and dovetail sticks and spacers for the low and high voltage windings.

Coils are supported on the core with Weidman T-IV insulation blocks and pressed using top and bottom full clamping rings. The pressure applied is determined by the short circuit forces which these coils will be subject to and ensures that these coils will be adequately braced to meet this.

Coil and core drying: Core and coil assemblies are placed inside a vacuum drying oven.

The drying process is continuously monitored to lower power factor levels to below 0.5%.

The process is called complete, based on predetermined value of water collection in relation to insulation content of the unit. When appropriately dried, assemblies are re-tightened and promptly tanked. Electrical connections are made and the tank is filled with insulating oil. Power factor levels are again measured during testing and at shipment to verify the power factor is well below 0.5%. Our units are guaranteed to have a power factor below 0.5%.

#### Vapor Phase Drying Process

VTC Pocatello is in advance stages of upgrading its drying process to State of the art "Vapor Phase Drying". The VPD plant will be fully operational by April-May2009. Following are the steps of drying –

#### **Advanced Vapor Phase Drying Process Sequence**

#### **Preparation Phase**

Core-coil assembly is loaded into the autoclave. Then, the autoclave is evacuated down to approx. 7 mbar.

#### Heating-up Phase with Intermediate Pressure Reductions

The large evaporator is filled with the solvent required for the process. The evaporator is heated and solvent evaporates and enters the autoclave where a homogenous heating-up of the drying object by condensation takes place. Under the given temperature and pressure conditions, the water contained in the drying object evaporates out of the insulation.

The gas mixture containing solvent and water vapor as well as leakage air is pumped over the vapor return line into the main condenser, where water and solvent re-condensate. The two liquids flow into the separator tank and are perfectly separated due to the difference in density.

During the intermediate pressure reduction phases the solvent circuit to the cascade is stopped. Therefore, no new solvent vapor is produced, resulting in a substantial pressure decrease in the autoclave. The lower pressure in the autoclave increases the water vapor evaporation out of the insulation leading to a higher water extraction rate already at relatively low temperatures, resulting in a more careful heating-up of the transformer insulation with a remarkably lower degree of depolymerisation rate. Moreover, the overall drying cycle is substantially shortened as the longer duration of the heating-up phase is overcompensated by the much shorter fine vacuum phase.

Heating-up is divided in programmable steps to guarantee the most careful process well adapted to the drying object.

#### Final Pressure Reduction Phase

Again, solvent steam flow to the autoclave is stopped. The results are the same as with the intermediate pressure reduction phase. The solvent absorbed in the insulation evaporates and is fed back into the condensation system.

#### Fine Vacuum Phase

The autoclave is evacuated to a very low pressure in order to extract the final water in the insulation. The process end is determined with the fine water extraction device as well as the final pressure.

#### Oil-spray Phase

The oil inlet is from the bottom of the autoclave for preheating of the oil, to reduce the temperature difference between the oil and the insulation material at the beginning of the spray cycle.

#### **Aeration Phase**

After confirmation of the process end by the operator, the autoclave is then aerated.

#### **VPD Process Automation**

Every drying process of a transformer is influenced by:

- Weight of transformer
- Weight of insulation
- Structure of insulation
- Moisture content of insulation

The drying parameters are pre-set in various drying programs.

The plant is fully automatic and controlled by a PLC based control system.

Phase	Operation	Start Conditions
Preparation phase	Automatic after release	Operators release
1st Heating-up phase	Automatic	Safety pressure
IPR - Intermediate pressure reduction phase	Automatic	Time, Temperature
Heating-up phase	Automatic	Time, Pressure
Final pressure reduction phase	Automatic	Time, Temperature
Fine vacuum phase	Automatic	Time, Pressure
Oil spray phase	Automatic	Time, Pressure
Aeration phase	Automatic after release	Operators release, Time, Pressure, Temperature, water extraction

<u>Tank Fabrication</u>: Virginia Transformer has tank fabrication or tank repair capabilities at VTCU Pocatello Plant. Tanks are sand -blasted and primed to prevent rust. VTC Pocatello is equipped to provide Environment specific Paint systems. All tanks are cycled thru pressure and vacuum phases throughout the manufacturing process. Tank seams are continuously monitored after filling with oil to insure that no leaks are present. Each tank is leak tested at 12PSI prior to delivery

<u>Fit & Finish</u>: As a standard practice, every transformer (even if the units are duplicate) built in Virginia Transformer Pocatello, is completely assembled in factory – meaning all accessories are assembled on the unit to ensure proper fit in the field.

Quality Assurance: Virginia Transformer has a rigid and well established quality assurance program, as attested by the ISO-9001 certification we have held since 1998. Virginia Transformer has one Quality Assurance Manager, with responsibility for the quality programs at all of our sites. The quality system incorporates inspections, measurements, and manufacturing-hold criteria to insure that manufacturing and design objectives are met. Nonconformities to acceptable practice are documented and sent to appropriate departments, where an analysis is made to determine the cause and prevention of recurring events through continuous improvement programs. Emphasis on quality is also attested by our RUS listing for 10MVA thru 100MVA (Base Ratings) & 350BIL thru 750 BIL units. All three facilities presently hold ISO certification.

#### TESTS AND THEIR SIGNIFICANCE

#### Ratio and Phase Relationship Test

The function of a transformer is to transform power from one voltage level to another. The ratio test ensures that the transformer windings have the proper turns to produce the voltages required. The ratio is a measure of the RMS voltage applied to the primary terminals' to the RMS voltage measured at the secondary terminals.

The Standards state that when rated voltage is applied to one winding of the transformer, all other rated voltage(s) at no load shall be correct within 0.5% of the nameplate readings. It also states that all tap voltages shall be correct to the nearest turn if the volts per turn exceed the 0.5% of the desired voltage. The ratio test verifies that these conditions are met.

The primary and secondary windings in a three-phase transformer may be connected in a delta, wye or other configuration, and depending upon which of the individual windings are connected to each other the angular displacement between them. The phase relationship test verifies the delta, wye or other configuration and the angular displacement between the vectors.

Single phase transformers may have subtractive or additive polarity.

The polarity and phase relation tests are important when two or more transformers are to be paralleled. Paralleled transformers must have the same polarity and phase relation to avoid partial or complete short circuits.

#### Resistance Measurement

This is a measure of the resistance of the conductors in the transformer windings. The resistance measurements have two important functions:

- (a) For calculation of the temperature of the windings during the temperature test.
- (b) For calculation of the I<sup>2</sup>R component of the winding losses.

The resistance measurement is corrected to either 75° C or 85°C depending on the average winding temperature rise of the transformer. The Standards have established 55°C and 65°C as standard temperature rises for liquid-filled transformers. Therefore, the corrected temperature is the winding's average temperature rise plus 20°C ambient temperature.

#### Insulation Resistance Test

The insulation-resistance test, which is commonly referred to as the megger test is used as an indication of the dryness of the insulation. This test although not classified as a routine test is done on a routine basis by many manufacturers to determine the condition of the insulation prior to testing.

In measuring insulation resistance it is the recommended practice to always be sure that the tank and the core iron are grounded, Short circuit each winding of the transformer at the terminals, Resistance measurements are then made between each winding and all other windings grounded, Windings are never left floating for insulation resistance measurements,

The insulation resistance varies with moisture content, cleanliness and temperature of the insulation parts, since the values vary with temperature, all measurements are corrected to 20° C for comparison purposes.

#### **Insulation Power Factor**

The insulation power factor test is another test that can be performed to determine the condition of the transformer insulation. The measurement is made with a capacitance bridge, measuring the capacitance between windings and between windings and ground, together with the power factor or loss angle of these capacitances.

This test is optional. The factory insulation power factor measurement can be of value for comparison purposes with field power factor tests. At this time there are no set standard for the acceptable power factor readings. Acceptable power factor readings are a matter of judgment and experience. Therefore by comparing the factory and field readings, changes in the insulation can possibly be detected.

#### No Load Loss and Exciting Current Test

The exciting current and the no-load losses are a function of the frequency, voltage and the wave shape of the voltage.

The exciting current and no-load losses are determined from the same test set-up. In which the transformer is energized open circuit. Any of the transformer winding is subjected to the rated voltage. Low Voltage side is preferred to be excited from power source, since that is easy from practical point of view. No Load Loss can be read directly from wattmeter

The no-load or excitation loss actually consists of mainly the iron loss of the core. The iron loss can be controlled to some degree by the quality of the core steel, the point on the performance curve where it is to be operated and the type of core used. Generally, a lower iron loss design will cost more initially, but the long range energy savings will usually more than offset that initial cost differential.

The exciting current test is one of the means used to verify that the core design and its satisfactory performance. The exciting current can be read directly from the ammeter.

The exciting current consists of a magnetizing and a loss component. The magnitude of the magnetizing component is determined by the shape of the performance curve of the core steel, its operating flux density and the number of turns in the primary winding. The loss component is determined by the losses in the core.

#### Load Loss and Impedance Measurement

The load loss and impedance are determined from what is sometimes referred to as the "short-circuit" test. The secondary of the transformer is shorted and sufficient voltage is applied to the primary terminal to circulate rated current through the primary winding.

The impedance is normally expressed in terms of percent of rated voltage. The impedance voltage is that voltage required to circulate the rated current through the primary winding with the secondary shorted.

The impedance test is made to verify the design impedance The impedance, due to manufacturing tolerance, tends to vary from design values. For this reason, the Standards have established impedance tolerances as follows:

- 2. For three or more windings or Zig-Zag windings. ...... 10%

The user and the designer are interested in the measured impedance primarily because it determines the amount of current which will flow in the windings during short circuit.

The magnitude of the short circuit current is important to the designer because it establishes

design criteria for the mechanical strength of the internal assemblies, and to the user in determining breaker capacities and selecting correct fuses and properly coordinating relaying schemes.

The impedance is also important when paralleling two or more transformers. The impedance of the paralleled transformers must be within the specified test tolerances. A transformer whose tested impedance is higher will cause the other transformers to carry more than its share of the load.

#### **Dielectric Tests**

The insulation in a transformer is probably the most important of its constructional materials. A transformer can function if the efficiency and regulation are poor, temperature rise is too high or if the mechanical strength is marginal. But if the insulation is inadequate and fails, the transformer is unusable. The effectiveness of the insulation in a transformer can be measured by its dielectric strength.

The purpose of the dielectric tests is to verify the dielectric strength of the insulation or in the case of the manufactured transformer to demonstrate the suitability of the insulation to withstand the test levels defined in the Standards. There are two dielectric withstand routine tests that can be performed on a transformer: (1) applied potential test, and (2) induced potential test. Each of these tests, as will be shown, has a specific purpose in verifying the major and minor insulation system of the transformer. The major insulation consists of the phase-to-phase and phase-to-ground insulation and the insulation separating the primary and secondary windings. The layer-to-layer, turn-to-turn and section-to-section insulation make up the minor insulation.

#### Applied Potential Test

This test is sometimes referred to as the "hypot" or the low-frequency test. The purpose of this test is to check the adequacy of the major insulation to ground and to all other windings being tested.

In this test all windings are short circuited and all windings except the one being tested and the tank are grounded. The voltage to be applied to the ungrounded winding has been established by ANSI C57.12.00. This test is made at 60 hertz and has duration of one minute.

#### Induced Potential Test

The purpose of this test is to check the minor insulation of the transformer. This test is accomplished by applying to one set of line terminals of the transformer with the other set open circuited. For Class I transformers, this test is conducted at double the rated voltage for 7200 cycles. Generally the source used for this test has frequency of 120 Hz or more.

#### Partial Discharge Test

Corona is the generic name for electrical discharges that occur in electrical insulation as a result of high velocity ionization under the influence of an electric field that exceeds the dielectric strength of the insulation.

Corona and the term partial discharge are used interchangeably when referring to this phenomenon in transformers. The partial discharge terminology is preferred since it most accurately describes the occurrence.

Much has been written concerning the cause of partial discharges. Some of the conditions that can initiate partial discharges are:

1. Improper processing or drying of the insulation.

- 2. Over stressed insulation due to a lack of proper recognition of the voltage limitation of the insulation.
- 3. High stress areas on conducting parts, which can be caused by sharp edges on either the conducting part or ground plane.

The effects of partial discharge in a transformer are twofold. One effect is that the ion and electron bombardment can be damaging to the insulation and shortens the life of the transformer. The other effect is that the transient currents produced due to partial discharges, may interfere with electrical communications,

Transformer manufacturers have been aware of the consequences of partial discharges in transformers for many years and have developed drying and processing procedures as well as insulation systems that virtually eliminate the presence of damaging partial discharges. For this reason the partial discharge test has been classified as optional. The test is performed periodically for quality control reasons, prototype testing or when specified by the user,

Several techniques have been developed to measure the intensity of partial discharges The most generally used is the Radio Influence Voltage (RIV) technique, The radio frequency voltage produced by the partial discharges can be measured at the transformer terminals with a coupled radio

## VIRGINIA TRANSFORMER CORPORATION LIST OF SHORT CIRCUIT TESTED TRANSFORMERS

#### As of 7/15/2004

PDF	TEST	DATE	PLACE OF	SERIAL NO	DRY OR	KVA	PRIMARY	PRI	SECONDARY	SEC.
Filename	REPORT#		TEST		LIQUID		VOLTAGE	BIL	VOLTAGE	BIL
SC01	SCT2113	6/9/1983	GE PITTSFIELD,MA	340835B001-3034,2	DRY	835	12470	95KV	648 delta & wye	10KV
SC02	LTR8410482	6/11/1984	G,E PITTSFIELD,MA	442000A002-3389	LIQUID	2000	13800	95KV	480y/277	30KV
SC03	J90093C	5/7/1990	KEMA CHALFONT,PA	342233B502-5744B	DRY	2233	13800 Y	110KV	550 delta	10KV
SC04	J92001-C	1/7/1992	KEMA CHALFONT,PA	343257B501-6085	DRY	3257	13800	110KV	468 delta & wye	45KV
SC05	VIRG021892	2/27/1992	WESTINGHOUSE BELMONT, NC	342245A501-6560A	DRY	2245	13800	110KV	556 delta	10KV
SC06	VIRG021892	2/27/1992	WESTINGHOUSE BELMONT, NC	342245A502-6561A	DRY	2245	13800 Y	110KV	556 delta	10KV
SC07	T022121A	4/16/1992	PSM LAB PITTSBURGH,PA	447500A001-6520E	LIQUID	7500	12470	110KV	4160 Y	95KV
SC08	T022121B	5/22/1992	PSM LAB PITTSBURGH,PA	362245A504-6563C	DRY	2245	34500Y	150KV	556 DELTA	10KV
SC 09	T022121B	5/22/1992	PSM LAB PITTSBURGH,PA	362245A5046562C	DRY	2245	34500	150KV	556 DELTA	10KV
SC10	T100921	11/20/1992	PSM LAB PITTSBURGH PA	425000A006-6577B	LIQUID	5000	4160	60KV	2080 Delta & wye	45KV
SC11	T061823	7/28/1993	PSM LAB PITTSBURGH,PA	343292U501-6494C	DRY	3293	13200	95KV	490 Delta & wye	10KV
SC12	T011932	3/4/1993	PSM LAB PITTSBURGH,PA	354366U501-6494H	DRY	4366	26400	150KV	490 Delta & wye	10KV
SC13	VIRG051393	5/13/1993	WESTINGHOUSE BELMONT, NC	341110A501-6990	DRY	1110	13200	95KV	644 Delta & wye	20KV
SC14	VIRG100295	10/10/1995	CUTLER HAMMER BELMONT, NC	340835A001-8027A	DRY	835	13200	95KV	590 Delta & wye	45KV
SC15	VIRG 072798	7/27/1998	CUTLER HAMMER BELMONT,NC	M43476Q501-8944A Transformer Models 341738U001-8944A#A 341738U002-8944A#B	DRY	1738x2	13200	95KV	490	20KV
SC16	99067-B	4/19/1999	KEMA CHALFONT,PA	M43476Q502-9017B Transformer Models 341738U001-9017B#A 341738U002-9017B#B	DRY	1738x2	13200	95KV	490	20KV
SC17	00017-B	1/28/2000	KEMA CHALFONT,PA	M53476Q501-9343A Transformer Models 351813U501-9343A#A 351663U503-9343A#B	DRY	1813X1 1663X1	26400	150KV	490	20KV
SC18	00120-B	7/10/2000	KEMA CHALFONT,PA	47015MA012-9617A	LIQUID	15/20MVA	69000	350 KV	13800	110KV
SC19	0169-B	9/21/2000	KEMA	342130B04-9629G Transformer connected to Rectifier	DRY	2130	12500	95KV	466 delta & wye CKT31	10KV
SC20	01014-B	3/1/2001	KEMA CHALFONT,PA	44017MA002-9823	LIQUID	16.5/22/27.5 MVA	13800Y	110kV	13200	110kV
SC21	02107-B	8/22/2002	KEMA CHALFONT,PA	361087B502-A037N	DRY	1087	34500	150kV	587 Delta & wye CKT31	10kV
SC22	02205-B	11/5/2002	KEMA CHALFONT.PA	351663U001-A139B	DRY	1663	21000	125kV	627 Delta & wye CKT31	30kV



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#### **Standard Warranty Statement**

Virginia Transformer provides a standard warranty, as described in our Standard Terms and Conditions of Sale, dated October, 2002. This warranty is for (twelve) 12 months from date of equipment installation or (eighteen) 18 months from date of shipment, whichever occurs first. VTC warrants to repair or replace (FOB factory) any equipment we manufacture due to defective material or workmanship when failure occurs under normal and proper use. Buyer shall make the equipment available to VTC to perform work at the job site without interference or duress. No guarantee, warranty or liability for damage exists other than stated herein. VTC's warranty on purchased components is limited to the warranty provided by the component manufacturer. VTC will not assume any liability of expense for repairs or modifications to equipment unless previously authorized in writing by VTC. VTC will not accept consequential damages under any circumstances.

#### **Warranty Options**

Virginia Transformer offers Extended Warranties on the coils and core for time periods beyond the 12/18 months in the Standard Warranty. VTC also offers In/Out coverage on the transformer. The following paragraphs describe both of these added warranties.

#### **Extended Warranty (Optional)**

Virginia Transformer Corporation offers extension(s) to the standard warranty. The extended warranty covers only the coils and core against failure that occurs with respect to normal operation of the transformer, and within the parameters for which the transformer was designed. Extended Warranty is valid only if a technical representative of Virginia Transformer Corp. performs, as a minimum, supervision of field assembly and testing of the Transformer. This coverage excludes bolted electrical and mechanical connections, which are to be periodically checked and retightened, as necessary, by the Owner as part of their normal maintenance programs. Available (extended) warranty periods are as follows (equipment installation/shipment):

24/30 months;	36/36 months;	48/48 months;	60/60 months		
				Extended warranty	

#### In/Out Coverage (Optional)

In/Out coverage is a warranty enhancement available during the Standard Warranty and Extended Warranty period. For failures occurring within the stated warranty period, VTC will cover only the expenses to transport the transformer to a repair facility and return the transformer to customer's site. Buyer will make the transformer ready for shipment in the condition it was originally received from VTC (as per outline drawing), with clear and free access by our selected courier. Civil work, disconnect/reconnect, and crane cost are the responsibility of the buyer.

In/Out coverage_	



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#### C57.12 ANSI Standards

#### **IMPEDANCES**

LV Below 2400V	LV 2400V and above	LTC	Dry Type
5.75	5.75		5.75
5.75*	5.50*		**
6.75	6.50	7.00	**
7.25	7.00	7.50	
7.25	7.50	8.00	
	8.00	8.50	
	8.50	9.00	
	9.00	9.50	
	9.50	10.00	
	10.00	10.50	
	10.50	11.00	
	5.75 5.75* 6.75 7.25 7.25  	5.75       5.75         5.75*       5.50*         6.75       6.50         7.25       7.00         7.25       7.50          8.00          9.00          9.50          10.00	5.75       5.75          5.75*       5.50*          6.75       6.50       7.00         7.25       7.00       7.50         7.25       7.50       8.00          8.00       8.50          8.50       9.00          9.00       9.50          9.50       10.00          10.00       10.50

- \* For transformers above 5000 KVA these values shall be the same as shown for 150 kV BIL.
- \*\* ANSI standards do not specify impedances for these ratings but industry is presently using the impedance values shown for the respective liquid/dry values as shown.

#### **VOLTAGE BIL**

kV	Liquid	Dry (VPI)	Encapsulated
1.2	30 (45)	10 (20, 30)	10 (30)
2.5	45 (60, 75)	20 (30, 45)	45 (60)
5.0	60 (75)	30 (45, 60)	60 (75)
8.7	75 (95)	45 (60, 95)	75 (95)
15	95 (110*)	60 (95, 110)	95 (110)
25	150 (200)	110 (125)	125 (150)
35	200	150 (200)	150
46	250		
69	350 (250)		
115	450 (550, 350)		
138	550 (650, 450)		
161	650 (750, 550)		
230	750 (900, 650)		

(BIL) in parenthesis is an optional BIL.

\* Transformers 5000KVA and above should use this as standard BIL.



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#### C57.12 ANSI Standards

#### **FAN COOLING**

Base KVA	Stage 1 Fans	Stage 2 Fans
<2500	115% capacity	
2500 to <12MVA	125% capacity	
12MVA and above	133% capacity	125% additional
Dry Type Transformers	133% capacity	

#### **TEMPERATURE RISE**

Liquid Type Transformers with 55/65°C Temperature Rise:

Base KVA @55°C → 112% capacity @ 65°C

#### STANDARD RATINGS Liquid Filled Transformers

55°C ONAN	65°C ONAN	55°C ONAF	65°C ONAF	55°C ONAF2	65°C ONAF2
300KVA	336KVA	345KVA	386KVA		
500KVA	560KVA	575KVA	644KVA		
750KVA	840KVA	863KVA	966KVA		
1000KVA	1120KVA	1150KVA	1288KVA	••	
1500KVA	1680KVA	1725KVA	1932KVA		
2000KVA	2240KVA	2300KVA	2576KVA		
2500KVA	2800KVA	3125KVA	3500KVA	••	
3000KVA	3360KVA	3750KVA	4200KVA		
3750KVA	4200KVA	4688KVA	5250KVA		
5000KVA	5600KVA	6250KVA	7000KVA		
7500KVA	8400KVA	9375KVA	10.5MVA		
10MVA	11.2MVA	12.5MVA	14MVA		
12MVA	13.44MVA	16MVA	17.92MVA	20MVA	22.4MVA
15MVA	16.8MVA	20MVA	22.4MVA	25MVA	28MVA
20MVA	22.4MVA	26.67MVA	29.86MVA	33.33MVA	37.33MVA
25MVA	28MVA	33.33MVA	37.33MVA	41.67MVA	46.67MVA
30MVA	33.6MVA	40MVA	44.8MVA	50MVA	56MVA
40MVA	44.8MVA	53.32MVA	59.72MVA	66.66MVA	74.65MVA
50MVA	56MVA	66.66MVA	74.65MVA	83.33MVA	93.33MVA

Note – VTC is a custom manufacturer; therefore, custom ratings can be chosen to suite your project needs.

Note on Temperature Rise – If specified transformer is single temperature rise only (55°C rise only or 65°C rise only): disregard the 65°C column and utilize the 55°C column as whichever single rise you are in need of.



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#### TRANSFORMER INSTALLATION DESCRIPTIONS

Described below are brief descriptions of VTC Field Service Installation Options; please consult your VTC Sales person for additional details and pricing.

#### Supervision only

VTC supplies an on-site field technician to supervise the assembly of the transformer by others and to verify the work is performed correctly. Others supply all crane, assembly and test equipment. Technician to be at site up to three days.

#### Installation (make-up oil for radiators only)

VTC supplies an installation crew to install bushings, radiators, arresters, etc. The unit will be shipped filled with oil so the only oil handling will be the oil required to fill the radiators after they are mounted. The oil is shipped from the plant with other detail parts. This operation will require the use of an oil pump and filter. Included in the cost is a small crane to handle the components to install plus the oil handling equipment. The following test will be performed TTR, DCR, DGA, CT Ratio, Core Ground Megger, and Transformer Megger. We will perform Power Factor on units above 69KV.

#### Installation (complete oil fill)

VTC supplies installation crew to install bushings, radiators, arresters, etc. The unit is shipped drained of oil so will require a complete filling in the field. The oil is usually delivered to the site in a tanker truck and filled from the truck. This operation will normally require the use of a vacuum pump, oil pump and filter, and if required oil heating capability for larger voltage class units. Included in the cost is a small crane to handle the components to install and the oil handling equipment. The following test will be performed TTR, DCR, DGA, CT Ratio, Core Ground Megger, and Transformer Megger. We will perform Power Factor on units above 69KV.

#### **Crane Service**

The crane cost is required if the scope of the work requires a crane to offload the transformer from the truck to the pad. This crane is seldom used to install the components on the job.

#### Transformer units with Conservator having Air Bladder

VTC supplies installation crew to install conservator, conservator, bracing, etc. If the unit is shipped drained of oil we will require a complete filling in the field. The oil is usually delivered to the site in a tanker truck and filled from the truck. This operation will normally require the use of a vacuum pump, oil pump and filter, and if required oil heating capability for larger voltage class units. Included in the cost are a small crane to handle the components to be install and the oil handling equipment.

#### **Hot Oil & Vacuum Processing**

VTC offers hot oil processing. Our hot oil processing consists of heating the oil going to the transformer. We offer this on new installs. During vacuum processing VTC will apply a vacuum to the transformer. This is on transformers designed for full vacuum only. The vacuum level will be approximately 1 torr. This vacuum will be for 24hrs prior to oil filling.

#### Notes:

- Pricing assumes clear and unobstructed ingress and egress around the work location. VTC will
  not be responsible for additional costs incurred for delays caused by unimproved sites that are
  unable to support vehicles and cranes on the scheduled days. VTC will not be responsible for
  relocating any obstructions to the work site nor for any improvements to allow access to the work
  site.
- Crane costs assume unobstructed access to placement area without interference from walls, dykes, fences or substation structures. If obstructions exist, additional cost will possibly be incurred that will be passed along.
- 3. The customer is responsible for all transformer grounding and connections to bushings and external alarm and control wiring entering junction box.
- 4. Pricing is based on performing the work with VTC technicians or contracted services at VTC's choice. VTC's on site personnel are to have full and complete access to work on the equipment regardless of union contract rules.



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#### FIELD SERVICE INSTALLATION AND SERVICE ENGINEERING

## DOMESTIC (US, CANADA & MEXICO)

Service Type	Straight-Time	Overtime & Saturdays	Sundays & Holidays	1-4 hours	5-8hours
Field Service Tech Hourly Rate	\$175	\$250	\$300	4 hours Minimum	8 hours Minimum
Engineering Service Hourly Rate	\$275	\$415	\$550	4 Hours Minimum	8 Hours Minimum

TRAVEL, LIVING AND INCIDENTIAL EXPENSES are not included in any of the hourly rates and shall be billed at cost plus a handling charge of 15%. Rates exclude special tools and equipment.

TERMS OF PAYMENT are on an estimated basis: 100% in advance. Adjustments will be made upon presentation of invoice (within 10 days of invoice date). Interest is payable for late payment.

#### **CALCULATION OF TIME RATES**

**STRAIGHT-TIME** is defined as time worked on a regular schedule 8 hours between 7:00 am and 6:00 pm, Monday through Friday; or for time worked on any other agreed to schedule of 8 hours per day, Monday through Friday. Each hour of straight –time shall be paid for at the straight-time rate.

**OVERTIME** is defined as time worked in excess of or at times other than the regular straight-time schedule. Each hour of overtime shall be paid for at one and one-half times the straight-time rate, except that hours worked in excess of 16 per day, Monday through Friday, or in excess of 8 hours on Saturday, and hours worked on Sunday and Holidays shall be paid at two times the straight-time rate. A Holiday is any day observed by the purchaser as a Holiday in the place where the work is being performed.

**STANDBY TIME** is defined as time, up to 8 hours per day, Monday through Friday, during which the SERVICE TECHNICIAN, during the course of this agreement, is available for work but is not working due to circumstances beyond the control of Virginia Transformer Corp. Each hour of Standby Time shall be paid at the Straight-Time rate.

**TRAVEL TIME** is defined as the time spent by the SERVICE TECHNICIAN in traveling to the job site and returning, including travel occurring on Saturday, Sunday or Holidays. Time is calculated portal to portal. The rate charged for Travel Time is the same as the work rate.

**TIME WORKED, TRAVEL TIME AND STANDBY TIME** occurring on the same day will each be charged at the rates and within the limitations as foresaid.



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VTC contracts with carriers to transport products from our factory to the customer's site. Transformers are delivered by truck to final destination. When customer acknowledges our delivery plan, we begin acquiring a vehicle for the load requirement. Height and shipping weight of the transformer determine the truck capacity.

Three types of truck-bed configurations are available:

- > Standard flat-bed trucks have bed heights approximately 5 feet from truck bed to the ground
- Single-drop trucks, have bed heights 3 to 4 feet from truck bed to ground and carry taller units.
- Double-drop trucks, have bed heights 1.5 to 2 feet from truck bed to ground and carry tallest units.
  - Cannot travel certain roads due to low clearance.

Transformer weight can require a truck to have more wheels and axles than the standard 18 wheel configuration. The ICC determines maximum weight that can be legally transmitted to a truck's axle. An additional axle or two is often required to distribute the weight.

Trucking companies or their regulating agencies determine when a product can leave our factory:

- Availability of low-profile trucks may delay shipment. Delays of 2 or 3 days are common for double-drop bed.
- ICC regulations govern when a heavy or tall load can be transported over the highways. Weight and height may restrict driving hours, and holiday weekends impose additional restrictions on heavy loads.
- > States limit load size during wet periods that soften highway lanes. Construction can detour large loads, adding to transport time. State permits for heavy loads may take several days to clear licensing bureaus.

Parts trucks will not commit to direct delivery. These vehicles maximize loading by making accessory pickups and deliveries along their routes. Tarpaulin covers can be provided as a price adder for salt-laden winter highways.

#### Scheduling truck delivery

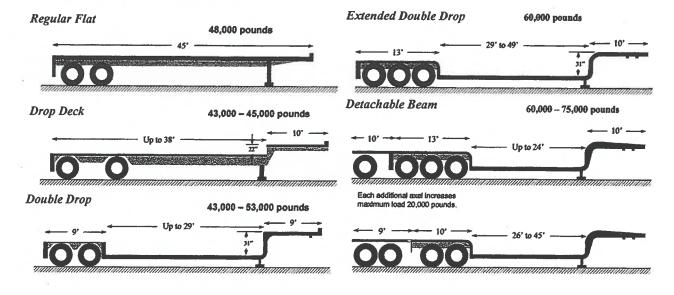
Transformers and components will be carried to all designated ship-to address. After scheduling, VTC will advise customer of expected delivery date. VTC instructs carrier to call customer as unit approaches delivery site (cell lines recommended).

#### Placing transformer at site

Site conditions must be such that an effective delivery can occur. Truck must have negotiable path to transformer offload site, path must be close proximity to delivery site. The off-load area must accommodate simultaneous presence of the truck and a large crane, allowing crane access to both the transformer and the pad. Sufficient overhead clearance must allow the crane to lift the transformer, convey it to the site, and set it in place without hesitation or risk of harm. VTC is neither responsible for costs at inadequately prepared sites, nor re-location of obstructions or site improvements to facilitate offloading. Obstructions to the delivery process will incur additional costs to the customer.

#### Dress out at site

VTC can provide an installation crew to install bushings, radiators, arrestors and other ship-separate accessories, and oil filling for units shipped without oil (vacuum pump, oil pump, oil filter, and small crane). Oil will be delivered to site by tanker, and filling of the transformer will be made directly from the tank truck.





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#### **HISTORY**

Virginia Transformer Corp was established and incorporated in the Commonwealth of Virginia in 1971 to supply Power Transformers to the underground mining industry in the nearby Appalachian Mountains. Low profile construction, tough environmental conditions, and other non-standard specifications required for both Dry-type and Liquid-filled Power Transformers in this application started VTC down the road of custom transformer designs and manufacturing excellence.

During the 70's, our customer base and product scope became more diversified, adding rectifier duty transformers and reactors for adjustable frequency drive and NEMA R19 extra heavy duty traction applications. Most major urban transit systems today employ transformers built by Virginia Transformer Corp. Later in this decade, VTC also established a predominate reputation for retrofitting the PCB market.

Beginning in the 80's, our current President took the helm at Virginia Transformer Corp. Our product range was further expanded to include Industrial and Commercial Power Transformers for distribution applications, including those with automatic load tap changing requirements, and our trademarked fully encapsulated coil UNICLAD® transformer. This decade saw the beginnings of the truly phenomenal 10% - 30% annual growth of VTC, which has been further exceeded in recent years with a continuation of product line expansion into the larger voltage class II sizes of Power Transformers.

The 90's witnessed entry into the demanding Utility market, as customers sought to find additional suppliers for their requirements of high quality and lower cost units. During this decade VTC moved to a new facility and its current corporate headquarters — a 120,000 square foot custom designed facility for modern transformer manufacturing. Virginia Transformer Corp further expanded by adding a second custom manufacturing facility in Chihuahua, Mexico. This modern state-of-the-art 60,000 square foot operation, designed from the ground up as a transformer plant, has been ISO certified from the beginning. Visiting customers have proclaimed it to be one of the finest facilities for manufacturing transformers in North America.

During the 21st century, Virginia Transformer Corp continued to grow, acquiring the U S Transformer West facility in Pocatello, Idaho – providing yet another step toward world-class recognition. In addition to this facility building new Medium Voltage class Power Transformers, currently up to 100MVA top rated at 161kV, they also provide world-class reconditioning and repair services to both Utility and Industrial clients. Today, VTC stands at the top as a worldwide presence in the Power Transformer industry providing individualized solutions and custom designs with Dry-type and Liquid-filled transformers from its three manufacturing facilities in North America. All major components, core and coil assemblies, tanks, etc. are produced on-site with complete testing capabilities up to 950BIL for the complete range of Power Transformers – 300KVA to 300MVA, 230kV class for Utility, Industrial, Commercial, and Export markets. You won't find a more capable, full service company than Virginia Transformer Corp to meet your needs.

As we look forward to the next century, our focus on high quality, affordable, and best delivery of Power Transformers to meet the ever growing demand of our expanding client base drives and challenges Virginia Transformer Corp daily to provide the highest level of customer service and satisfaction. Although we, like everyone else, occasionally may have an issue with a transformer, VTC's commitment to respond rapidly and take responsibility will remain at the forefront of our obligations to clients.



## Certificate of Registration

This certifies that the Quality Management System of

## VTCU Corp (a subsidiary of Virginia Transformer Corp)

3770 Poleline Rd. Pocatello, Idaho, 83201, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

#### Scope of Registration:

Design, Manufacture, Sale Service & Repair of Transformers

ARAB
A C C R E D I T E D

MANAGEMENT SYSTEMS
CERTIFICATION BODY

Certificate Number: C0098194-IS8
Certificate Issue Date: 16-OCT-2019
Registration Date: 15-OCT-2019
Expiration Date \*: 14-OCT-2022

Tom Chestnut, Sr Vice President - ISR, NSF-ISR, Ltd.

#### **NSF International Strategic Registrations**

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

#### THIS CERTIFIES THAT

## **Virginia Transformer Corp**

dba VA Transformer



* Nationally certified by the: CAROLINAS-VIRGINIA MINORITY SUPPLIER DEVELOPMENT COUN	1CII	Cli
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\*NAICS Code(s): 335311

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/20/2020

Issued Date

Certificate Number

Certificate Number

10/31/2021

Expiration Date

Dominique Milton, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY



CERTIFICATION EXPIRATION DATE: October 31, 2021

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

## Virginia Transformer Corporation Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

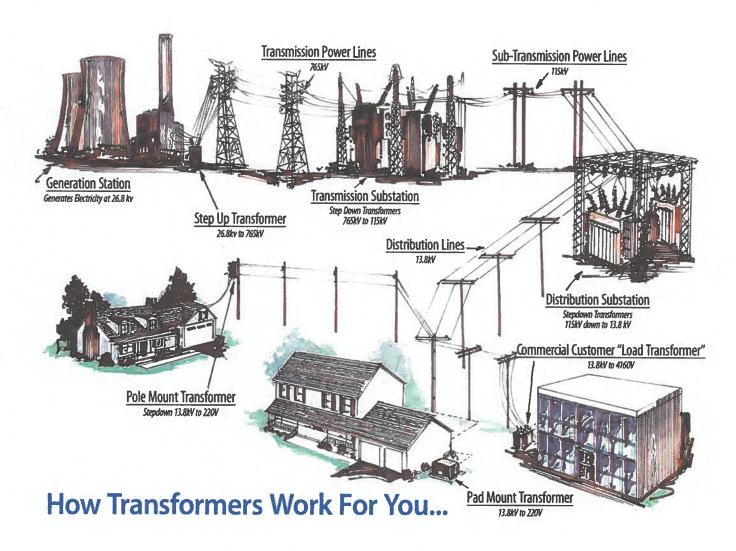
VON: 14020124 DETERMINATION DATE: October 21, 2020



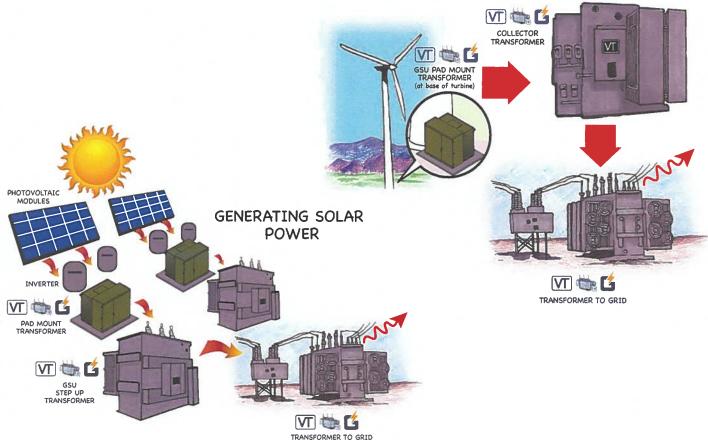


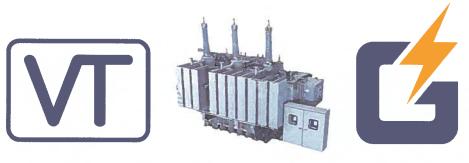


VIRGINIA TRANSFORMER (VTC) and GEORGIA TRANSFORMER (GTC) offers a total package to the Utility, Industrial, Oil and Gas, and Renewable Energy markets for power generation and transmissions up to 1400 MVA 500 kV class.









# VIRGINIA - GEORGIA TRANSFORMER ONE SOURCE-ONE COMMITMENT

# The secret to making the most resilient power transformer...

#### Robust Design

It's more than just a "good design". We have years of experience and creativity to provide the best design, optimized for the most reliable performance for durability. It's skill backed by a library of more than 15,000 case studies along with premium design tools and the latest software to create an optimum design for each custom specification.

#### Flawless Execution

It is no easy task, but it is standard operation here at Virginia-Georgia Transformer. Through meticulous processes, benchmark standards, advanced automation and experienced team members we achieve just that. Every unit is custom built to the individual specification and requirement and everyone is subject to the same rigorous production expectations. Our process guarantees flawless execution.

## Continuous Monitoring

Striving for perfection doesn't end with robust design and flawless execution, we've taken it a step further by implementing continuous monitoring. Using our patented module, we have seen where we can extend the life span of a transformer through this monitoring process. Whether it's on-site or being analyzed remotely we can diagnose the condition of the transformer thus eliminating potential risk factors before they become a problem.

## **OUR QUALITY STATEMENT**

TO BE AN INTERNATIONALLY RECOGNIZED

MANUFACTURER AND SUPPLIER OF HIGH QUALITY,

SPECIALIZED POWER

TRANSFORMERS, ASSOCIATED EQUIPMENT AND SERVICES BY FULFILLING OUR

COMMITMENTS TO THE CUSTOMER AND OUR EMPLOYEES THROUGH

CONTINUED GROWTH AND IMPROVEMENT.



## KEY FIGURES

FACILITY	MVA/Yr.	kV	BIL
GEORGIA	24,000	500	1675
POCATELLO	10,000	230	1050
ROANOKE	11,000	138	650
CHIHUAHUA	6,000	115	350

## **OUR FACILITIES**



#### VTCR - Roanoke, Virginia

Our corporate headquarters was designed and constructed specifically to produce power transformers. This 145,000 sq. ft. manufacturing facility is absolutely state-of-the-art.



#### VTC - Troutville, Virginia

Tank fabrication, sand blasting and paint process for the Roanoke plant were relocated to this 125,000 sq. ft. building in December 2013. The tank fab plant is equipped with a welding robot that delivers leak free welds. **ISO 9001:2015** 



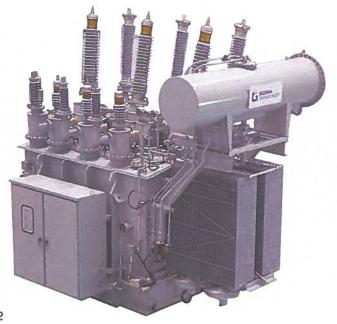
#### VTCU - Pocatello, Idaho

We acquired this 180,000 sq. ft. plant in 2003 from UST West when it was a repair facility. After investing in upgrades at the plant it is the best equipped medium power transformer plant in America. **ISO 9001:2015** 



#### VTCW - Chihuahua, Mexico

The 82,000 sq. ft. plant is a modern facility equipped to produce small power and liquid filled transformers. They have achieved 100% First Pass Yield and 100% on time Ready to Ship transformers. *ISO* 9001:2015

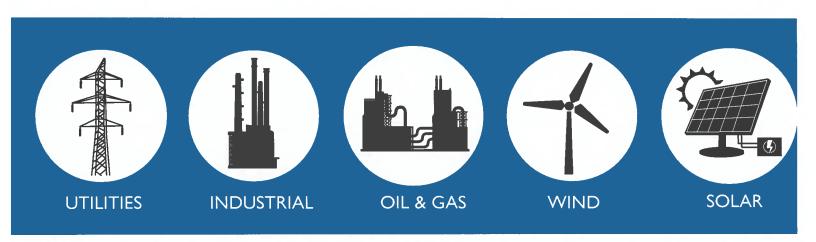




#### Georgia Transformer Corp. - Rincon, Georgia

Acquired in 2015, this 250,000 sq. ft. is a state-of-the-art temperature controlled environment. World-class practices and technology allows the plant to produce our largest transformers with a 60-year service life. *ISO* 9001:2008

## **OUR MARKETS**



## COAST TO COAST COVERAGE

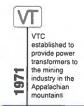




## ROANOKE, VA - CORPORATE HEADQUARTERS

The headquarters for our corporation is located a few miles away from the picturesque Blue Ridge Parkway. Designed and constructed specifically to produce power transformers, this 145,000 sq. ft. manufacturing facility is absolutely state-of-the-art.

- A vapor phase drying (VPD) system executes optimum insulation dryness to achieve a 60-yr life. The automated VPD system is computer controlled, technicians can download the process parameters to their cell phones and (2) transformers can be processed simultaneously. The chamber maintains a vacuum level of .25 torr.
- A 2nd core cutting machine was also installed to increase capacity and eliminate a critical single point of failure. The
  machine cuts a 26 inches wide core. The edge burr level on this Soenen Core Cutting machine is measured with a laser
  typically less than 20 microns. The burr free edges deliver the lowest losses and the transformer sound level is reduced
  by 2dB.
- Our instrumented, fully equipped test room with complete diagnostic capabilities has the ability to produce test reports automatically.
- All floors of the plant were sealed to eliminate floor dust.
- Four winding machines were added to increase the capacity to build larger coils. The plant is equipped to manufacture 50MVA, 138kV, 650kV BIL as well as manufacturing dry type to 10MVA, 35kV, 150kV BIL.
- The flow of data to our Sonen Core Cutting machine is seamless, reduces human intervention and works virtually errorfree. Using software that generates a file that includes cutting data, when transferred, this file loads the data in a server.
  The operator is ready to cut a particular job, he simply pull up a file with the particular job number using the machine
  interface, no modifications needed.



1970



manufacturing facility in Chihuahua

Mexico



Acquired power transformer facility in Pocatello, ID



Expand Product Range thru alliance with GTC



Anoop Nanda hired as President



Manufactured first 300 MVA Transformer



assumes management 1980

Current CEO

VTCR Moved to new, larger facility

1990 Achieved ISO Certification









#### **VTC MILESTONES**



Roanoke VA Shop floor



Worker in the Finish dept. in Roanoke



UniClad transformer in Roanoke



Roanoke Test Area



Soenen Core Cutting machine in VTCR

5

# VT

## VIRGINIA TRANSFORMER CORP (VTC) TROUTVILLE, VA







In December 2013, an extension of the Roanoke facility was developed 11 miles from the main plant; tank fabrication, sand blasting and the paint process was relocated there. We strive for the highest quality and efficiency in production through increased computer-aided automation, through improvements such as our Automatic Paint System, our Robotic Welder, and the bar coding of materials.

- The tank fab facility is equipped with a welding robot that delivers leak free welds, a down draft sand blast booth for personnel safety and a SP-10 finish per SSPC standard for premium paint adhesion.
- The paint system is an epoxy primer on an activated surface and a top coat of polyurethane baked to a hard finish. Good bye rusting!
- The plasma table has been fitted with an etching gun to mark the location of all accessories thus eliminating missed parts needing welding after painting!
- Machines and work stations are laid out in close proximity to material storage that feeds particular machines and workstations. This process influenced layout reduces material movement, forklift traffic and utilizes overhead cranes efficiently.





## VIRGINIA TRANSFORMER CORP (VTCU) POCATELLO, ID



VTCU is located 150 miles from Salt Lake City in Southeastern Idaho. Acquired in 2003, it is strategically located to serve customers throughout the USA and Canada. VT-GT has invested heavily in the plant over the years, making it the best equipped 230kV, 150MVA plant in North America.

The plant features 5 bays, each 35,000 sq. ft. One bay is dedicated for winding and insulation. Assembly floors are sealed to ensure a dust free environment.

The Soenen Core Cutting machine is capable of cutting up to 37 inches wide step lap core and produce a burr level of <20 microns. Exceeding the industry standard in meeting the lowest sound level of 55 dB and losses of less than 1/4% of the MVA.

The plant has its own tank shop, completely isolated from the assembly shop, which limits contamination. Our paint system is Polyurethane over an Epoxy making it suitable for the most aggressive environments in our country. Coal tar coated bottom tanks offers protection against rust for years and even decades.

The plant routinely achieves less than 100 pc partial discharge compared to the 500 allowed by IEEE. A lower partial discharge can mean extending the life of a transformer by 2X compared to a transformer offering 500 pc.

The winding shop is under positive pressure to eliminate dust, which is key to achieving a higher life. Coils are dried in a Vapor Phase oven under vacuum pressure. This assures optimum dryness of the insulation for maximum life. Too dry insulation can become brittle...too wet and it becomes very loose causing it to fail prematurely. Proper drying is an art that we have been able to master.

The plant has its own rail spur allowing it to ship over 100 ton transformers securely anywhere in the country.



Pocatello Plant Floor



Pocatello Test Area



Sealed, Climate controlled winding room



Soenen Core Cutting Machine



## VIRGINIA TRANSFORMER CORP (VTCW) CHIHUAHUA, MX



Located 250 miles South of the US border, the 82,000 sq. ft. plant in Chihuahua, Mexico is a modern facility. Here we custom design and manufacture small power transformers: dry type transformers, VPI, UNIDIP and UNICLAD from 300kVA up to 7.5MVA 35kV class, liquid filled transformers, 500kVA up to 15MVA, 115kV class. We ship 3 product lines: dry type, renewable pad mount and substation transformers to Utilities and Industrial markets in North and Central America.

Providing reliable, on-time, ready to ship small power transformers is part of our DNA at our Chihuahua, Mexico facility. It is a state-of-the-art transformer manufacturing facility that satisfies the most rigorous requirements in the industry. The entire facility includes three buildings designed and laid out for the best material and production flow.

The first building is where we manufacture the transformers using a time tested optimized processes and quality checks in all manufacturing areas. These checks at each stage, together with virtually nonexistent rework, make for higher product reliability and keep our manufacturing time to a minimum.

The second building is a completely segregated custom metal fabrication - a seamless bridge from engineering design to manufacturing.

The third building is our receiving, incoming inspection and storing of necessary components used in manufacturing. By inspecting all incoming material and storing key components, we can produce reliable small power transformers while ensuring on time or quick shipments.

This combination of innovative technology, manufacturing process improvements, experienced employees and the addition of key leadership coming from various hi-tech industries have enabled us to achieve 100% First Pass Yield and 100% on time Ready to Ship transformers.



Chihuahua Shop Floor



Liquid filled transformer



Dry Type transformer



Renewable Pad Mount Transformers



Test Department



## AN ENGINEERING COMPANY MANUFACTURING TRANSFORMERS

Virginia-Georgia Transformer got its start in the mining industry of Virginia and West Virginia, providing units for coal mines that needed low profile and rugged construction for the underground coal mines.

The next challenge came in supporting rectifier transformer requirements for a drive system manufacturer in Virginia. These started from a 6 pulse SCR VFD and grew over the years to VFD and then up to 36 pulse units. Today we lead this technology. We have successfully produced designs to 30,000 HP and 36 pulse power conversion for large compressors used in LNG liquefaction.

In recent years VT-GT has integrated the use of computer aided design programs such as; Maxwell, Volna, Seitlinger, and Ansys. They are used for mechanical stress and temperature analysis creating a fail safe and durable design. The design and analysis process is bridged with software to provide speed and accuracy for all of our designs.

With these programs and technical talent, we have developed a design to offer a – 20 dB noise level which is virtually no increase over sound. Perfecting the insulation systems and shop processes combined with our patented life monitoring system offer a 60-year life for your transformer versus our competitors.

Virginia-Georgia Transformer can design high impedance units to provide lower stray losses and lower short circuit current limitation up to 20%. Use of nonferrous material and hardware is practiced with the knowledge of material properties to achieve lower eddy and stray losses when needed. Winding can be designed by choosing the proper conductor geometry cross section to yield a stray factor of 10%. Using proven experience we can provide extremely efficient designs with very low no-load and load-losses.

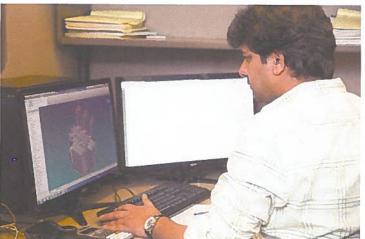
VT-GT uses automation such as 3D cad designs and tank welding to manufacture our tanks. This automated process also drives plasma cutters and robotic welding machines used in tank manufacturing. Thus creating a tank that is free of leaks and with the highest quality welds available.

Virginia-Georgia Transformer prides itself on the large number of very experienced engineers and senior engineers with extensive experience with transformers up to 500kV 1,400MVA range. We currently have more than 150 engineers and designers with mechanical, electrical and industrial, BS, MS and PHD degrees. Many of our engineers have over 30 years of experience in their related fields. Last year alone we applied for 5 patents ranging from monitoring the life of transformers to liquid tight submerged transformers.

All four plants have dedicated design teams of electrical, mechanical and controls engineers. All plants are supported by a corporate design team that harmonizes the engineering practices and technical continuity throughout the company. The engineering analytical team members are a vital part of the plant design team to provide integrated solutions for production issues and to provide a quick resolution of any issues to ensure maximum efficiency.

All of the plants are connected through modern audio, video, data links. Regular inter-plant discussions and meetings are held for disseminating knowledge among each facility.





#### MANUFACTURING

Our value proposition is to provide the most reliable transformer that's shipped and installed in a timely and flawless manner to the site and monitored and serviced to last for more than 60 years.

A reliable transformer requires a robust design and a flawless execution based on our manufacturing pyramid: At the core, are people, supported by modern equipment and factory, a proven process and flawless shipping and installation.



Professional overseeing and receiving tools and materials in a timely manner allow our trained and certified technicians to perform at their best. Our technicians are essential and their training must be continuous and up-to-date. Experienced supervisors are continuously "overseeing" and analyzing the finished work as well as the process from all angle to make sure everything makes sense and fits together. Without tools and materials nothing is going to move forward, therefore a team within VT-GT is dedicated to ensure that the process doesn't stop as a result of tools and materials not showing up on time.

Many steps in the assembly have checks and balances built into to ensure minimization of errors. We have narrowed them down to 11 major hold points (HP) where production will not move forward without approvals. There are 2 major control points where the team leader will analyze and review the finished work from different angles. A traveling binder will document all the inspection work for any kind of root cause to be analyzed for later use.

We use a 3-prong approach for flawless shipping. Our shipping expert visualizes the journey of the unit through various highways and bridges. The shipping preparation and packing is very secure with the unit monitored through GPS throughout the journey. Our shipping team greets the transformer upon arrival, making sure all the parts are accounted for and instructions are in place. VT-GT has its own service and installation crew with oil rigs and other test equipment. This attention to every detail during the shipping and installation process is an example of how we put our value proposition to work.







## PROJECT ADMINISTRATION OFFICE (PAO)

The Project Management Office (PMO) is a major component of our world class support. They are the single point of contact and their integrated management approach provides for the customer and they are the "customer voice" within the company. PMO have their fingers on the pulse of every project/job that is built; they know the status of each job at every stage of production from start to finish and they are the point of contact once an order is entered until it is shipped. Throughout the project execution the Project Management team is responsible for the scope of job execution in any given time frame, ensuring customer satisfaction, and managing the risk to an acceptable level for the customer and for the company.

## CONTINUOUS IMPROVEMENT IS OUR CULTURE

The culture at Virginia-Georgia Transformer is one of continuous development.

#### **Engineering Quality Assurance**

- Customer order reviews and design control plan for each order
- Design validation plan with failure mode effect analysis (FMEA) for new designs, new components and new technology
- Engineering Process Audit (EPA) and inspection plan for engineering process assurance

#### **Vendor Quality Assurance**

- AQL quality control plan for incoming material inspection
- New component evaluation and testing plan
- New vendor evaluation and vendor performance score card
- Vendor quality surveillance audits and vendor rating system

#### **Process Assurance in Manufacturing**

- Training and skill certification programs for operators
- Statistical Process Controls (SPC) for critical processes of transformer manufacturing
- Three tier quality control plan for process adherence to assure product quality

#### Final Quality Assurance

- Transformer tests per IEEE standards/customer specification requirements
- "Fit, form, function" verification and customer specification compliance
- Shipment tracking and delivery coordination with customer
- Installation, oil processing and field testing
- Customer feedback surveys to assure service quality

#### **Employee Training**

We stay current with industry standards requirements and strive to improve further with comprehensive training programs across the entire organization.

The drive and commitment to excellence at Virginia-Georgia Transformer is unmatched anywhere else -- which explains why our company has grown substantially faster over the past decade than any other power transformer manufacturer in North America. We have made countless innovations and improvements in every aspect of our corporate operations, and we will continue to do so. Our commitment to both growth and improvement is unshakable.









**GSU Transformers** 

**Auto-Transformers** 

**Furnace Transformers** 

**Traction Transformers** 

**Rectifier Transformers** 

## THE MOST MODERN FACILITY IN NORTH AMERICA

The Rincon operation formally an Efacec facility, has always relied on technological development to ensure the competitiveness and high quality of its transformers. To support design and manufacturing, the operation focuses on:

- Sharing best general design practices with VTC and Efacec's proven experience in Large Power
- Integration and automation of Efacec's design programs and validation software tools
- Integrated management systems in technical design with manufacturing
- Electrical and electro-magnetic field analysis (2D & 3D)
- Overload and short circuit analysis with validation
- RLC model analysis for high frequency voltage variations (impulse)



Rincon Winding



This state-of-the-art transformer manufacturing facility was built in 2009 by Efacec Energia using the best engineering and design concepts available. Specializing in Core and Shell form transformers; Core form up to 500 MVA & 525 kV with a total capacity of 24,000 MVA. Shell form up to 1,400 MVA & 500 kV. The facility also has the capability to perform shell transformer repairs.

Since acquiring the Rincon facility in January 2015, Georgia Transformer has been focused on strengthening the business and operations while keeping the foundations established by Efacec intact (Engineering designs, manufacturing processes / procedures, etc.)

The 250,000 sq. ft. facility is state-of-the-art with a controlled environment throughout in order to assure optimal pressure, humidity and temperature for insulation materials and other critical parts used in the transformer manufacturing process.

The plant is ISO 9001:2008 certified.









## The most modern facility (226,000 sq. ft. of manufacturing) in North America with all manufacturing areas environmentally controlled (temperature, humidity and particles) features:

- Astronics core cutting machine with fully automated E-stacking system.
- Comprehensive insulation / support structure fabrication area.
- · Vertical and horizontal winding machines to enhance winding efficiencies and winding reliability
- · Modern winding calibration stations to hydraulically press windings to the required design heights
- Phase assembly calibration stations to control design height
- Phase assembly drying utilizing fully automated Vapor Phase Drying process
- Hydraulic assembly platforms utilized to assemble the core and coils.
- Adjustable mounting systems utilized to support major components simulating the completed internal unit for testing prior to vapor phase.
- Handling of transformer and transformer parts by means of sophisticated air-cushion system
- Semi-automatic oil drying and transformer filling
- Welding and painting operations segregated from main assembly area
- Computer-assisted testing facility up to 1675 kV BIL, segregated from the main assembly area
- Shipping area for truck and rail equipped with special gantry crane
- Rail spur in shipping are accessible by air-cushion system



Rincon Winding area



Core Stacking area



Vertical Winding



Astronics core cutting machine



The ability to design power transformers that have a life-span of 60-years directly depends on the expertise of our design engineers. At Georgia Transformer, we have the expertise and have significantly invested in human engineering capital allowing us to further increase our design experience. The recent investment in our engineering department has brought us to an experience level that is by far exceeding Efacec's previous level.

Our engineering design process is a methodical series of steps used in creating functional products and processes. The process is highly iterative - parts often need to be repeated many times before the production phase can be entered - though the part(s) that get iterated and the number of such cycles in any given project can be highly variable.

Electrical and mechanical design processes are being improved significantly by incorporating design automation, which will not only reduce design cycle time but reduce human errors. In addition to the traditional design tools typical for transformer design, validation tools are Seitlinger, Coulomb, Anderson and Volna.

Engineering analysis of transformer design in general requires a certain skill set that is based on years of experience within the industry. And we have that experience! Georgia Transformer's engineering organization, which consists of a group of twenty three (23) full-time professionals, many of whom were trained in Portugal by Efacec.



Rincon Engineering staff

Here are some highlights of our Electrical and a Mechanical design team:

Electrical design team – a team of seven (7) professionals (engineers and designers). Key members are active at the IEEE organization. The electrical design team's core competencies are detailed high voltage design analysis and failure rate analysis, which are contributors to the reliability of our electrical designs in general; hence our transformers.

Mechanical design team – a team of fifteen (15) professionals (engineers and designers). Key members are active at the IEEE organization.





Core form Power Transformers, up to 500 MVA & 345 kV and shell form Power Transformers up to 1,400 MVA & 500 kV. Georgia Transformer's (Efacec) CORE form technology was developed in-house and have evolved over the last 59+ years with the first transformer manufactured in 1957. Efacec has manufactured approximately 2,700 transformers worldwide while developing 20,000 MVA over the last 300 transformers manufactured in Portugal. The Rincon plant has delivered over 180 power transformers in excess of 22,000 MVA (not included in the output figures above for Portugal), mostly for customers in the U.S.

#### Main Characteristics:

- · Cylindrical coils insulated with pressboard cylinders and spacers allowing free flowing cooling with mineral oil
- Circular cross section magnetic circuit construction formed indexed widths of magnetic steel laminations
- Clamping structure for the windings & "E" core is optimized for the required short circuit forces and to provide
  for active part tanking along with the lifting of the complete transformer
- Concentrically arranged winding are composed of multiple cylindrical coil sections. All coil sections are interleaved with pressboard cylinders and spacers to assure optimal coil cooling

Technological development is a main factor to ensuring competitiveness which has always been paramount with the ultimate goal of manufacturing the highest quality of transfomers.

The design and manufacturability of power transformers is ensured through emphasis on the following:

- Integrated management systems in technical design with manufacturing
- Electrical and electro-magnetic field analysis (2D & 3D)
- Overload and Short-circuit analysis with validation
- RLC model analysis for hig frequency voltage variations (Impulse)







## SFORMER LARGE POWER TRANSFORMERS

#### DESIGN AND DEVELOPMENT

The Rincon facility, located near Savannah, GA has always relied on technological development to ensure the competitiveness and high quality of its transformers.

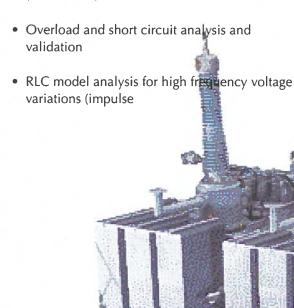
To support design and manufacturing of power transformers, the operation focuses on:

- Sharing best general design practices with VTC and Efacec's proven experience in large power
- Integration and Automation of Efacec's design programs and validation software tools
- Integrated management systems in technical design with manufacturing
- Electrical and electro-magnetic field analysis (2D and 3D)

#### PRODUCTION FACILITIES

State-of-the-art equipment

- CNC centers for insulation components
- Vertical and horizontal computer controlled winding machines
- Astronics core cutting machine with fully automated & integrated E-stacker
- Coil Phase drying with vapor phase technology
- Air cushion transportation to move all heavy components
- Multi-point bridge cranes with varying capacities up to 150 Metric Ton
- Computer controlled oil processing and filling system
- HV Test Lab with capabilities to 1675 KV BIL & 765 kV (computer integrated)
- All manufacturing areas with climate control (Pressure, Temperature, Humidity and Particles)



#### Generators:

2.4 MV Impulse Generator

G1: 30 MVA / 10 kV / 3000 kW / 50-60 Hz G2: 6 MVA / 5 - 10 kV / 1000 kW / 100 - 200 Hz

1 Capacitors bank: 144 MVAR / 145 KV

500 kV AC Resonant Test System (Applied)

Step-up transformer: 40 MVA / 10 - 20 kV

Reactors (3-phase or 1-phase): 9.6 MVAR - 200 Hz

Voltage: current and power integrated Measurement System: 4,000A / 200 kV (<1% losses with measurement uncertainty @ 0.005pf)

Partial discharges measurement:

LDIC LDS-6: pC and micro V digital detector Power

Diagnostics ICM-8: pC and microV digital detector with ultrasonic detection

Capability to perform all power transformer tests according to the Standards (IEC 60076, ANSI C57...) except Short-Circuit test at full power

#### Maximum BIL 1675 kV:

Capacitance & Power Factor @ 10 kV

**SFRA** 

Insulation Resistance

Winding Resistance

Turns Ratio

CT amplitude and phase error

CT excitation curves

No-Load losses and Impedance Voltage

Zero sequence impedance

Temperature-Rise

Noise level

Switching Impulse

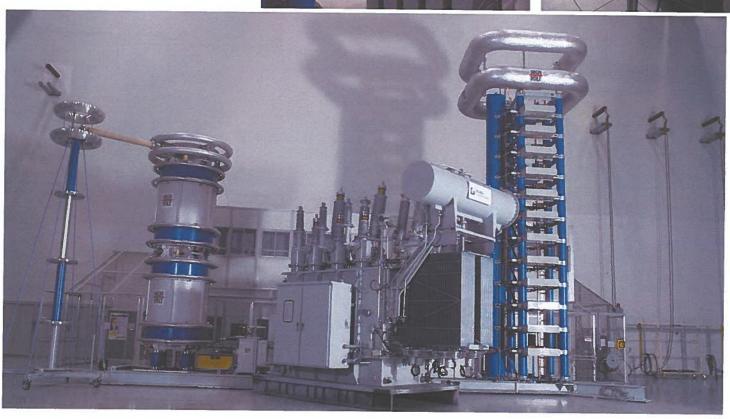
Lightning Impulse

Separate-Source

Induced Voltage with Partial Discharges







LIQUID TYPE TRANSFORMERS	DRY TYPE TRANSFORMERS	SPECIALTY TRANSFORMERS
Ratings - 500kVA to 1,400MVA - Up to 500kV Class	VPI (Vacuum Pressure Impregnated) - 300kVA to 20MVA - Up to 35kV Class - 220° Class Insulation	- Neutral Deriving Transformers - Drive Isolation Transformers (18/24/36 Pulse Available) - Rectifier Duty Transformers
Cooling Fluids - Mineral Oil, Envirotemp (FR3), Beta, Silicone  Fluid Preservation - Sealed Tank (Standard) - Automatic Nitrogen System - Conservator  LTC - Up to 500MVA	UNIClad® Encapsulated Coils - 300kVA to 15MVA - Up to 35kV Class - 220° Class Insulation  Totally Enclosed Non-Ventilated (TENV) - Up to 5,000kVA - Up to 35kV Class	<ul> <li>Furnace Transformers</li> <li>Zig Zag Transformers</li> <li>Three Phase Voltage Regulators (Up to 69 kV, 50,000 kVA Throughput)</li> <li>Air Core Reactors</li> <li>Scott T Transformers</li> <li>Single Phase Transformers</li> <li>Phase Changers</li> <li>Auto Transformers</li> <li>Inter-Phase Transformers</li> <li>Dual Voltage Transformers</li> <li>Reconnectable Transformers</li> <li>Other applications available</li> </ul>

## MARKETS / APPLICATIONS

#### **INDUSTRIAL**

- Rectifier Duty
- Paper & Cement Mills
- Steel Mills
- Motor Start
- Fan, Pump & **Compressor Operation**
- Hoists
- Mining
- Drive Isolation AC, DC
- Chemical Plants/Ethanol
- Oil & Gas; Refineries. Pipelines, Storage, etc.
- Grounding Transformer
- Cycloconverter Application
- Dynamic Voltage Regulator
- Unit Substation
- Special Fluid Transformers -Silicone, Envirotemp (FR3), Beta Fluid
- Chemical/Hazardous Environment - Class I. Division II, Group C &D
- Coastal Environment/Offshore

#### UTILITY

- Substation
- Voltage Regulator
- Auto Transformer
- Grounding Transformer
- Transmission

#### **POWER GENERATION**

- Generator Step Up (GSU)
- Unit Auxiliary Transformer (UAT)
- Station Service Transformer (SST)
- Excitation
- Generator Start Up
- Reverse Auxiliary Transformer
- Wind Power
- Geo Thermal
- Solar

#### SWITCHGEAR MATCH-UP

- General Electric
- Cutler Hammer
- Siemens
- Square D
- Others

#### **COMMERCIAL/INSTITUTIONAL**

- Hospitals
- Offices
- Universities
- Airports
- Hotels
- Unit Substations

#### **TRANSIT & LARGE DRIVE**

- Extra Heavy Duty Traction (RI9)
- ANSI Circuit 25, 26, 25 & 26, 31, 41
- Up to 5,000KW Rectifier
- Up to 20,000 HP AC, DC
- Liquid Filled 55 or 65° C rise
- Dry Type 80/115/150° C rise

#### **FIELD SERVICE OPTIONS**

- Field Installation
- Crane Service/ Offloading
- Assembly On Site
- Field Testing
- Hot Oil Vacuum Processing
- On Site Training

#### **QUALIFICATIONS**

- Four ISO Certified Manufacturing Plants
- UL Listed Dry Type up to 500kVA, 35kV Class 220° Insulation System, NEMA 1 or 3R
- UL Listed Liquid Filled up to 100MVA, 69kV Class
- 18 NC, IEEE Standards CSA, IEC, UL, CUL, CE, ABS





Our field service division offers a full range of aftermarket services for our transformers as well as competitor's transformers. These services include:

- Installation Services (including);
- Assembly, Oil filling, Pre-Commissioning Testing
- Repair Services
- Replacement Parts
- Oil Handling and Oil Testing Services
- Transformer Testing Services
- Periodic Inspection Services
- Technical support

We also provide lifetime extension programs of new and existing transformer assets to keep your transformer running at peak efficiency.

Our Field Service is rated the best in the industry by our customers.

#### Available services and capabilities:

#### **Installation Services**

- Unit assembly to enable electrical operation
- Vacuum Processing, oil handling, oil filling
- Pre-commissioning testing, standard de-energized electrical acceptance testing and special customer request testing

#### Repair and Maintenance Services

- Physical external servicing of the transformer and associated components
- Internal inspection and troubleshooting
- Preventative maintenance to ensure long life

#### Oil Handling and Oil Testing

- Transformer vacuum processing and oil filling
- Hot oil processing (dehydration, filtering, de-gasification)
- Oil integrity testing (dielectric strength, dissolved) gas analysis, moisture content, physical properties)

**Emergency Service Available** 24/7/365 1-800-882-3994

#### **Replacement Parts**

- Complete parts and component support for equipment manufactured by Virginia-Georgia Transformer
- Next day shipment for common parts

#### **Transformer Testing Services**

- Ratio
- Insulation Resistance
   Doble Power Factor
- Core Meggar
- Power Factor
- Resistance
- Oil Dielectric
- DGA Sampling
- DC Resistance • Thermal Imaging
- TTR
- Arrestor Testing

• Excitation

• Doble SFRA

• Infrared Imaging

Leakage Reactance

Control Wiring Verification

- CT Testing
- Bushing Test (Hot Collar, Bushing Power Factor)

#### **Inspection Services**

- Pre commissioning
- Operational conditioning and status

#### **Technical Support**

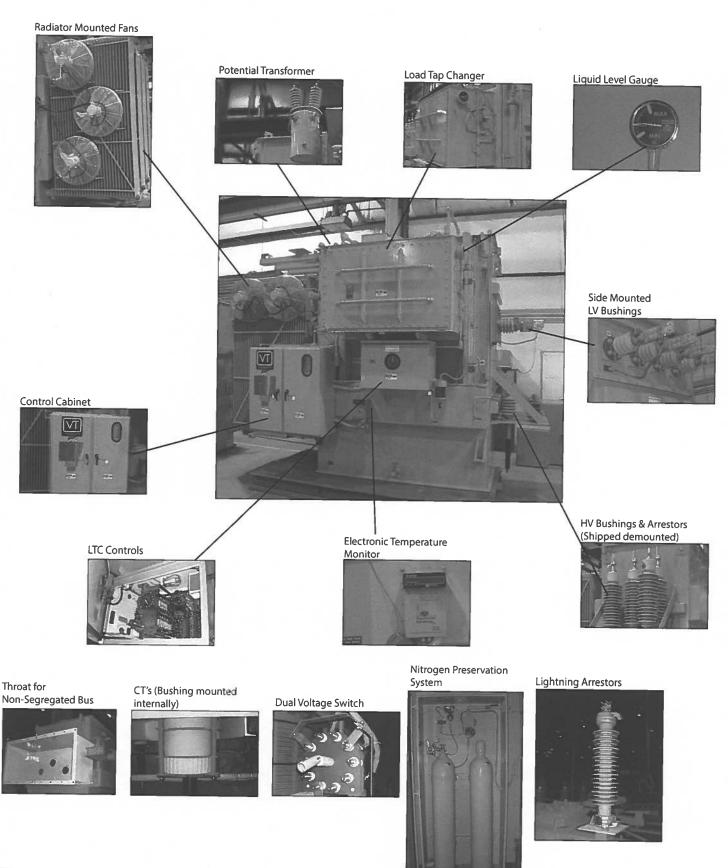
- Full Engineering support
- Advisory capacity at any level before and during electrical operation
- Operational problem and trouble resolution
- Test data analysis and recommendation

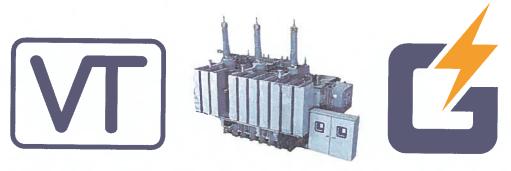
#### Virginia-Georgia Transformer also offers repair and refurbishment.

VT-GT incorporates redesigns utilizing our latest developments in electrical standards and design technologies, materials and manufacturing processes. Your transformer can be refurbished to like-new condition.



## **Transformer Accessories**



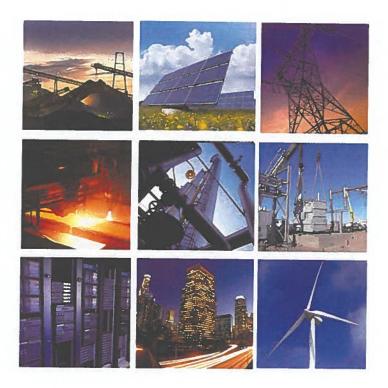


## VIRGINIA - GEORGIA TRANSFORMER ONE SOURCE-ONE COMMITMENT

Virginia Transformer - Georgia Transformer is a leader in custom power transformers engineered precisely for each customer application and optimized for performance and lifecycle.



## VIRGINIA - GEORGIA TRANSFORMER ONE SOURCE-ONE COMMITMENT



## Virginia Transformer Corp Headquarters (VTC) 220 Glade View Drive • Roanoke, VA 24012

540.345.9892

540.342.7694

#### Virginia Transformer Corp (VTCW)

Complejo Industrial Chihuahua. Ave. Homero #3307Chihuahua, MX

52.614.483.0000

#### Virginia Transformer Corp (VTCU)

3770 Poleline Road • Pocatello, ID 83201

208.238.0720

**208.238.1678** 

#### Georgia Transformer Corp (GTC)

2789 Highway 21 South • Rincon, GA 31326

912.754.5300

912.754.6882

## **CITY OF TRUTH OR CONSEQUENCES**

### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: G.3

SUBJECT:	Award Recommendation for RFP #21-22-002 Annual Legal Services
DEPARTMENT:	Finance Department
<b>DATE SUBMITTED:</b>	September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
WHO WILL PRESEN	IT THE ITEM: Carol Kirkpatrick, Finance Director
	rund: RFP #21-22-002 Annual Legal Services was advertised on August 13, 2021. Proposals
Recommendation:	mber 3, 2021. Evaluations were performed on September 7, 2021.
kecommendation:	
Evaluation Commit	tee's Recommendation for Award is Jaime F. Rubin, LLC
Attachments:	
	Committee Report
	ward to Jamie F. Rubin, LLC.
<ul> <li>Acceptance</li> </ul>	of Award from Jaime F. Rubin, LLC
Fiscal Impact (Fina	nce): Yes
Total cost of award	is \$66,000 (\$190 per hour) plus Gross Receipts tax \$5,610 for a total of \$71,610.
Legal Review (City	Attorney): N/A
•	
Approved For Subn	nittal By: 🗵 Department Director
Reviewed by: 🛛	City Clerk   Finance  Legal  Other: Click here to enter text.
Final Approval: 🛛	City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. C	ick here to enter text. Ordinance No
	Referred To: .
☐ Approved	☐ Denied ☐ Other: .
File Name: CC Ag	
and the second s	· · · · · · · · · · · · · · · · · · ·



## **EVALUATION COMMITTEE REPORT RFP#21-22-002 ANNUAL LEGAL SERVICES**

#### SUBJECT: Evaluation Committee Report – RFP #21-22-002 ANNUAL LEGAL SERVICES

The Procurement Office received three (3) responses to its Request for Proposals for the Annual Legal Services, prior to the submission deadline of 2:00 pm Mountain Standard Time, September 3, 2021. The companies who responded were: Coppler Law Firm, Cuddy & McCarthy, LLP, and Jaime F. Rubin, LLC.

The Evaluation Committee respectfully recommends that the award and contract go to <u>Jaime F. Rubin, LLC</u> who received a total of 95 out of 100 possible points before bonus points for New Mexico Preference or Veteran's Preference.

#### **Summary of Evaluation Committee Activity**

The members of the evaluation committee were: Bruce Swingle, City Manager, Traci Alvarez, Assistant City Manager, and Angela Torres, City Clerk.

The Committee met on September 7, 2021 to score proposals. The evaluation criteria were listed in the Request for Proposal. The Evaluation Point Table Summary attached reflects all of the evaluation criteria used for scoring. (Attachment A)

#### **Evaluation Points**

Organizational Experience: A total of 10 points were available based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points were awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Unfortunately, not all Offerors responded to the second portion of this section and received zero (0) points for that part. Coppler Law Firm received 8 out of 10 points. Cuddy & McCarthy received 4 out of 10 points. Jaime Rubin, LLC received 6 out of 10 points.

Organizational References: A total of 10 Points were available based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire. References were required to submit the form directly to the Procurement office prior to the evaluation. Each Offeror was evaluated on references that showed a positive service history, successful execution of services and evidence of satisfaction by each reference. Points were awarded for each individual response up to 1/3 of the total points for this category. Lack of a response received zero (0) points.

Coppler Law Firm received 8 of 10 points, Cuddy & McCarthy received 6 of 10 points (Only 2 references responded of the 3 required). Jaime Rubin, LLC received 10 of 10 points.

<u>Capability and Agreement to Perform:</u> A total of 40 points were available based upon the services that the Offeror was capable of and willing to perform by an indication of a Yes or "Y" answer by each service listed on Appendix E in the RFP: Capability and Agreement to Perform. Each service had a point value. Services that the Offeror is not capable or willing to perform by an indication of a No of "N" answer will receive 0 points.

Every Offeror received the full 40 points.

<u>Cost</u>: Offerors were asked to give a flat rate for all annual services. However, Coppler Law Firm and Cuddy & McCarthy stated that they would charge additional fees for services that were not included in their annual cost proposal. Cuddy & McCarthy had the lowest annual cost; however, the Committee had concerns about the cost proposal and called Young-Jun Roh for clarification. Mr. Roh stated that their price was based on reducing travel cost by offering zoom conferences or teleconferences rather than in-person services which was not preferable to the City. Mr. Roh also stated that their costs were based on having other cases or documents already on file to compart to and that if any additional research had to be done, it would then cost extra. That made it very difficult to compare prices with the other two Offerors.

Coppler Law Firm also offered a flat rate at a much higher cost; however, they also submitted a fee schedule for multiple additional costs such as travel time, telephone consultations at the hourly rate of the consultant, and computer research expenses.

Mr. Rubin offered his services at a rate of \$66,000 per year for the first year, or \$190.00 per hour. His only additional costs were actual costs for up-front charges such as filing fees.

To assign points based on cost fairly and as a result of firms offering a modified flat rate and additional charges, it became difficult to base points for cost only. Therefore, the Committee decided to deduct one point for every "additional" charge for service from the original awarded points.

**Recommendation of the Committee:** The committee considered all three offerors qualified to perform the work as specified in the Request for Proposals. As a result of the scoring, the

committee respectfully recommends that the award and contract to perform the scope of work as outlined in the Request for Proposal #21-22-002 Annual Legal Services be awarded to Jaime F. Rubin, LLC who scored a total of 95 points. Coppler Law Firm had 85 points plus 5 bonus points for having a New Mexico Preference Certificate for a total of 90 points. Cuddy & McCarthy received 78 points plus 5 bonus points for having a New Mexico Preference Certificate for a total of 83 points.

Thank you for your time and consideration of the recommendation.			
Bruce Swingle, Evaluation Committee Member			
Traci Alvarez, Evaluation Committee Member			
Angela Torres, Evaluation Committee Member			
Angela Torres, Evaluation Committee Member			
Carol Kirkpatrick, Finance Director/Procurement Manager			

#### **ATTACHMENT A**

## RFP 21-22-002 ANNUAL LEGAL SERVICES TECHNICAL AND COST PROPOSAL EVALUATION SEPTEMBER 7, 2021

Evaluation Factors (Correspond to section IV.B and IV C)	Points Available	Coppler Law Firm	Cuddy & McCarthy	Jaime Rubin
B. Technical Specifications				
B. 1. Organizational Experience	10	8	4	6
B. 2. Organizational References	10	10	6	10
B. 3. Capability and Agreement to Perform	40	40	40	40
C. Business Specifications				
C.6. * Cost	40	27	28	39
TOTAL POINTS AVAILABLE	100	85	78	95
C.7. New Mexico Preference - Resident Vendor Points per Section IV C. 7 (Avail x 5%)	5	5	5	-
C.7. New Mexico Preference - Resident Veterans Points per Section IV C.7 (Avail x 10%)	10	-	-	-
Evaluation Point Summary		90	83	95

#### **EVALUATION COMMITTEE**

Bruce Swingle, City Manager Traci Alvarez, Assistant City Manager Angela Torres, City Clerk

Procurement Manager Carol Kirkpatrick



## City of Truth or Consequences

505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 740-7323 Fax (575) 894-0363

#### NOTICE OF AWARD

September 10, 2021

Jaime F. Rubin, LLC
Attorney at Law
PO Drawer 151
Truth or Consequences, NM 87901

Re: Notice of Award of RFP#21-22-002 Annual Legal Services

Dear Mr. Rubin,

The Evaluation Committee for the above mentioned Request for Proposal (RFP) has selected your company to provide legal services for the City of Truth or Consequences from October 1, 2021 through September 30, 2022.

The City of Truth or Consequences has reviewed your proposal in the amount of One Hundred Ninety Dollars (\$190.00) per hour plus gross receipts tax not to exceed Sixty Six Thousand Dollars (\$66,000) plus gross receipts tax.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Monday, September 13, 2021 by 2:00 pm. You can return the acceptance letter to me via email at <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a> or in person at 505 Sims Street, T or C.

In addition, if you agree with the attached professional services agreement, please print two copies (or I can print two copies for you). Please sign and return both originals to me no later than September 14, 2021 by 2:00 pm. Please let me know as soon as possible if you want to print the contract or if I need to.

We will send you an executed copy for your records after the Commission approves the award and the contract on September 22, 2021.

We look forward to the execution of this contract and to working with your firm. Should you have any questions, please do not hesitate to contact me at 575-740-7323.

Sincerely,

Carol Kirkpatrick
Finance Director/Procurement Manager

Attachments: Acceptance of Award Letter Professional Services Contract

# CITY OF TRUTH OR CONSEQUENCES ACCEPTANCE OF AWARD

### RFP #21-22-002 ANNUAL LEGAL SERVICES

I, <u>Jaime F. Rubin</u>, accept the award for Request for Proposal (RFP) #21-22-002 Annual Legal Services as follows:

Term:	October 1, 2021 through September 30, 2022
Compensation:	One Hundred Ninety Dollars (\$190.00) per hour plus gross receipts tax
	Not to exceed Sixty Six Thousand Dollars

Accepted by: Jame Rubii

Date: 9-13-21

(\$66,000) plus gross receipts tax

Please return this form to the Procurement Office <u>no later than</u>

<u>September 14, 2021 at 2:00 pm</u>. The form can be emailed to:

<u>procurement@torcnm.org</u> or hand deliver to City of Truth or

Consequences, Procurement Office, 505 Sims Street, Truth of

Consequences, NM 87901.

## **CITY OF TRUTH OR CONSEQUENCES**

### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: G.4

SUBJECT:	Approval of Contract with Jaime F. Rubin, LLC., Attorney at Law
DEPARTMENT:	Finance Department
	September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
	IT THE ITEM: Carol Kirkpatrick, Finance Director
	und: RFP #21-22-002 Annual Legal Services was advertised on August 13, 2021. Proposals
	mber 2, 2021. Evaluations were performed on September 7, 2021. Oral presentations were
not neid. Evaluatio	on Committee recommended Jaime F. Rubin, LLC, Attorney at Law
Recommendation:	
necommendation.	
Approval of Contra 9/30/22	ct with Jaime F. Rubin, LLC., Attorney at Law for Annual Legal Services 10/1/21 through
Attachments:	
Click here to	enter text.
<ul> <li>Contract wi</li> </ul>	th Jaime F. Rubin, LLC, Attorney at Law
•	
Fiscal Impact (Fina	nce): Yes
	ntract is \$190.00 per hour plus gross receipt tax, not to exceed \$66,0000 plus Gross
Receipts of \$5,610	for a total of \$71,610.00
Legal Review (City	Attornayl: Vas
Legal Neview (City	Attorney). Tes
Approved For Subn	nittal By: 🛛 Department Director
Reviewed by: 🛛	City Clerk 🛮 Finance 🖾 Legal 🗀 Other: Click here to enter text.
Final Approval: 🗵	
mar Approvai.	City Wanager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Cl	ick here to enter text. Ordinance No
Continued To: .	하는 사용에 가장 아니라 하는데 아니라
☐ Approved	□ Denied □ Other: .
File Name: CC Ag	
THE Warne. CC Ag	CHILD J. Z.Z. Z.V.Z. T.

#### CITY OF TRUTH OR CONSEQUENCES PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the <u>City of Truth or Consequences New Mexico</u> (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and <u>Jaime F. Rubin, LLC Attorney at Law</u> (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq. and Procurement Code Regulations, NMAC 1.4.1 et. seq. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the <u>Request For Proposal Number 21-22-002 Annual Legal Services</u> and the Contractor's response to such document(s) are incorporated herein by reference (Exhibit B).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. Scope of Work.

a. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

#### 2. Compensation.

- a. The City shall pay to the Contractor an hourly rate of One Hundred and Ninety Dollars (\$190.00), plus New Mexico Gross Receipts Tax not to exceed an annual amount of Sixty-Six Thousand Dollars plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the City Manager at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take

to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

#### 3. Term.

a. This Agreement shall be in effect as of <u>October 1, 2021</u> and will expire on <u>September 30, 2022</u>.

#### 4. Contract Renewal.

a. This contract may be renewed up to three (3) additional years after the original contract issue date per response to RFP #21-22-002 Annual Legal Services as follows:

Year 2 (10/01/2022 thru 9/30/2023)	\$200.00 per hour plus GRT
Year 3 (10/01/2023 thru 9/30/2024)	\$200.00 per hour plus GRT
Year 4 (10/01/2024 thru 9/30/2025)	\$200.00 per hour plus GRT

b. Renewal can only be initiated by the City after approval of the City Commission.

#### 5. Termination.

a. <u>Termination</u>. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors

failure to implement corrective actions for fault. <u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.</u>

b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

#### 6. Appropriations.

a. The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do nto exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### 7. Status of Contractor

a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 8. Discrimination Prohibited

a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

#### 9. ADA Requirement

a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

#### 10. Reports and Information

a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

#### 11. Establishment and Maintenance of Records

a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

#### 12. Publication, Reproduction and Use of Materials

a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

#### 13. Construction and Severability

a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

#### 14. Claims

a. The Contractor shall defend, save and hold harmless the City from claims to the

extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

#### 15. Subcontracting

a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

#### 16. Release

a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

#### 17. Confidentiality

a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

#### 18. Product of Service - Copyright.

a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

#### 19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

#### 20. Merger.

a. This Agreement 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 this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

#### 22. Equal Opportunity Compliance.

a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### 23. Applicable Law.

a. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### 24. Workers Compensation.

a. The Contractor agrees to comply with state laws and rules applicable to workers

compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

#### 25. Records and Audits

a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

#### 26. Indemnification.

a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

#### 27. Invalid Term or Condition.

a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

#### 28. Enforcement of Agreement.

a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### 29. Notices.

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
- b. To the City:
  - i. City Manager,505 Sims StreetTruth or Consequences, NM 87901
- c. To the Contractor:
  - ii. Jaime F. Rubin, LLCPO Drawer 151Truth or Consequences, NM 87901

#### 30. Authority.

a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

#### 31. Insurance

a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

#### 32. Assignability

a. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

#### 33. Amendment

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement,

pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### 34. Entire Agreement:

a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

	, 2021.	e parties	nave ex	ecuteu	unis .	Agreement	as	01
•								
CITY OF TRUT	H OR CONSEQUE	ENCES						
SIGNED BY: _				]	DATE	:		
NAME AND TIT	LE:							
SIGNED BY:				Γ	DATE:			
CITY'S LEGAL O	COUNCEL-CERTIF	YING LEGA	L SUFFIC	CIENCY				
CONTRACTOR	:							
COMPANY NAM	ME: <b>JAIME F. RU</b> B	BIN, LLC AT	TORNEY	AT LA	<u>W_</u>			
SIGNED BY:				l	DATE:	:		
NAME AND TIT	LE:					<u> </u>		
Attest:								
Date:								

# EXHIBIT A SCOPE OF WORK ANNUAL LEGAL SERVICES

#### Day to Day and Routine

- Provision of legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on those decisions.
- Advise the City Commission and the City Manager on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Provide general legal services to the City Commission, City Manager, and Authorized City Staff as needed.
- Research and submission of legal counsel on municipal or other legal matters as requested by the City Manager.
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Draft and send basic correspondence to individual(s) upon request.
- Perform necessary legal research and prepare briefs when required.
- Review of matters relating to municipal utility operations.
- Advise Elected officials.
- Experience with New Mexico Local Government
- Employment Laws
- Timely response to inquiries

#### **Meeting Attendance**

- Participate in authorized Meetings and/or telephone conversations with Mayor, Commission Members, or City Manager for legal consultation.
- Attend, as requested, Commission Meetings to include, but not limited to, executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Commission, or City Manager on legal matters.

#### Resolutions, Codes, Ordinances, Policies

- Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Provision of legal advice regarding land use and planning and zoning issues.
- Prepare and/or evaluate developer agreements and contracts, subdivision agreements.
- Subdivision, property and road experience.

- Prepare and/or evaluate documents necessary for routine land purchases and/or sales.
- Provision of legal advice on code enforcement and related issues.
- Representation of the City on economic development related issues as may be requested.
- Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes.
- Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.

#### **Contracts and Procurement**

- Review Procurement documents as needed.
- Draft and review of municipal contracts, including contracts for lease agreements,
  Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements,
  public improvements, developments, subdivisions, construction, and the approval of
  content, form, legality, and execution as requested.

#### Litigation

- Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.
- Prosecution of criminal matters in City Municipal Court.
- Representation of the City before administrative agencies when requested by the City Manager.
- Represent the City at all pre-trial motions when necessary.
- Draft and review Notices of Contemplated Actions.
- Provide written legal opinions and advise City on methods to avoid civil litigation.
- Examine and advise regarding the legality of all proceedings and actions of the City Commission as may be requested.
- Prepare criminal complaints where facts warrant.
- Receive and evaluate assessment appeals as deemed necessary.
- Preparation of trial.
- Negotiate and enter plea bargains where deemed advisable.
- Investigate and evaluate claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation as deemed necessary.
- Examine, evaluate, and provide representation for appeals to Appellate Courts.
- Prosecution of criminal matters in the City Municipal Courts.
- Defend in court litigation where insurance coverage is unavailable. This includes but is not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
- Handle various legal matters under construction contracts and any resulting litigation.

#### **Employee Issues**

- Provision of legal advice or opinion in respect to personnel matters of the City.
- Attend grievance hearings if requested by the City Manager.

#### **Other Services**

• Perform other legal services as necessary to protect the city.

#### **Invoicing and Fees**

- Submit a monthly invoice to the City Manager that includes the service performed, the requester, the time involved, and the specific question or matter addressed.
- Provide all of the services listed above for a an hourly rate as listed in contract.

## EXHIBIT B RFP AND OFFEROR'S RESPONSE



## City of Truth or Consequences

505 Sims Street
Truth or Consequences, New Mexico
87901 City (575) 740-7323 • Fax (575)
894-0363

## REQUEST FOR PROPOSALS (RFP)

### **ANNUAL LEGAL SERVICES**

**RFP#** 21-22-002

Addendum #1 8/24/21

RFP Release Date: 8/13/2021

Proposal Due Date: 9/3/2021

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# I. INTRODUCTION

# A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive sealed proposals for the procurement of: ANNUAL LEGAL SERVICES FOR THE CITY OF TRUTH OR CONSEQUENCES.

The City of Truth or Consequences (T or C) is requesting sealed proposals to provide Professional Legal Services for the City of T or C for a set annual fee resulting in a multi-year contract. The successful firm shall enter into a non-exclusive contractual relationship with the City to provide legal counsel and representation described in the detailed scope of work. The Professional Services Contract will incorporate the selected firm's proposal, City T or C's terms and conditions, scope of services, and other pertinent requirements and details. The initial Contract is expected to commence upon the approval of the City Commission.

#### **B. BACKGROUND INFORMATION**

The City of Truth or Consequences has approximately 110 employees. The City has the following services and departments: Airport, Animal Shelter, City Clerk, City Manager, Community Services, Community Development, Code Compliance, Electric, Facility Management, Finance, Golf Course, Library, Municipal Court, Parks and Recreation, Municipal Pool, Police, Sanitation & Recycling, Service Center, Streets, Utility Office, Water, and Waste Water. The City has a need for annual legal services for the City of Truth or Consequences, the City Commission, the City Manager, and other matters.

#### C. SCOPE OF PROCUREMENT

This procurement will be conducted in accordance with the New Mexico State Procurement Code as required by 13-1-111 NMSA 1978. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

#### D. PROCUREMENT OFFICER/MANAGER

The City of Truth or Consequences has assigned a Chief Procurement Officer and a Procurement Manager who is responsible for the conduct of this procurement whose title, address, telephone number and e-mail address are listed below:

Name: Tammy Gardner, Interim Chief Procurement Officer

Name: Carol Kirkpatrick, Finance Director and Procurement Manager (contact)

Telephone: (575) 740-7323 Fax: (575) 894-0363

Email: <u>procurement@torcnm.org</u>

- 1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond to questions.
- 2. Protests of the solicitation or award must be submitted in writing to the Procurement Manager identified in Section II.B.12. As a Procurement Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.

#### E. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier, or hand delivery, must be addressed and submitted as follows (including the hard-copy requirement):

Name: Chief Procurement Officer/Manager Reference RFP Name: RFP #21-22-002 Legal Services

Address: 505 Sims Street

Truth or Consequences, NM 87901

Electronic proposals will not be accepted.

#### F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

- 1. "Agency" means the City of Truth or Consequences.
- 2. "Annual Rate" means the total annual cost for providing the entire services as listed in the Detailed Scope of Work without consideration for hourly rates per service.
- 3. "Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- 4. "City" means the City of Truth or Consequences, County of Sierra, State of New Mexico.

- 5. "City Commission" means the elected individuals whom are responsible for governing the City of Truth or Consequences.
- 6. "Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
- 7. "Chief Procurement Officer" means the person or designee authorized by the City to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 8. "Confidential" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- 9. "Contract" means a written agreement for the procurement of items of tangible personal property, services, or professional services.
- 10. "Contractor" shall mean the successful Offeror who enters into an Agreement with the City.
- 11. "Determination" means the written documentation of a decision of a Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file.
- 12. "Desirable" the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
- 13. "Evaluation Committee" means a body appointed to perform the evaluation of Offeror proposals.
- 14. "Evaluation Committee Report" means a report prepared by the Procurement Officer or his or her designee and the Evaluation Committee for Contract award. It will contain written determinations resulting from the procurement.
- 15. "Finalist" means an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
- 16. "Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel, as well as subcontractor personnel if appropriate.

- 17. "Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.
- 18. "Minor Irregularities" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- 19. "Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
- 20. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- 21. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- 22. "Procurement Manager" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
- 23. "Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
- 24. "Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.
- 25. "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 26. "Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.
- 27. "Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, and delivery requirements.
- 28. "Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed.

Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

- 29. "Services" means delivering value to customers by facilitating outcomes customers want to achieve.
- 30. "Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)
- 31. "Successful Offeror" means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
- 32. "Solicited and Awarded" means an Invitation to Bid or RFP was made available to the general public, through any means.
- 33. "Staff" means an individual who is full-time, part-time, or an independently Contracted employee with the Offeror company.
- 34. "Successful Offeror" means an Offeror who has met all qualifications

# G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc. http://www.torcnm.org/departments/finance/public\_invitation\_for\_bidders.php.

# II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

# A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	08/13/21
Acknowledgement of     Receipt Form	Potential Offerors	08/24/21 2:00 pm MST
3. Deadline to submit Written Questions	Potential Offerors	08/27/21 2:00 pm MST
4. Response to Written Questions	Procurement Manager	8/31/21 2:00 pm MST
5. Organizational Reference Questionnaire	Potential Offerors	9/2/21 2:00 pm MST
6. Submission of Proposal	Potential Offerors	9/3/21 2:00 pm MST
7.* Proposal Evaluation	<b>Evaluation Committee</b>	09/07/21
8.* Selection of Finalists	<b>Evaluation Committee</b>	09/07/21
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	09/10/21
10.* Award Recommendation and Contract Submitted to the City Commission	Agency/ Finalist Offerors	09/22/21 9:00 am MST
11. Notice of Award and Contract given to successful offeror	Procurement Manager	09/22/21
12.* Protest Deadline	Procurement Manager	10/07/21 5:00 pm MST

<sup>\*</sup>Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

# **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

# 1. Issue Request for Proposal (RFP)

This RFP is being issued on behalf of the City of Truth or Consequences on August 13, 2021.

# 2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager identified in Section I.E, at <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a> to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager as indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

# 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

# 4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

Written responses will also be posted to the Procurement Library: http://www.torcnm.org/departments/finance/public invitation for bidders.php.

# 5. Organizational Reference Questionnaire

The City of Truth or Consequences, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals on APPENDIX D. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: the Chief Procurement Officer at <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a> as indicated in Section II.A, Sequence of

Events for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

# 6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MST/MDT ON 9/3/2021 as stated in SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL WILL BE ACCEPTED.**Proposals will be date and time-stamped. This RFP requires hard copies be delivered. The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Hard copy proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 21-22-002 Annual Legal Services.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required approval by the City Commission and signature(s) on the contract(s) resulting from the procurement has been obtained.

#### 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### 8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to

the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# 9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) to the City of T or C, taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The award and contract is subject to appropriate City Commission approval and signature(s).

# 10. Award and Contract Recommendation to City Commission

Award recommendation and Contract will be submitted to the City Commission for approval as indicated in Section II.A, Sequence of Events or as soon as possible thereafter.

# 11. Notice of Award and Contract Given to Successful Offeror

Upon receipt of the signed contractual agreement, the City's Procurement office will submit award and contract as per Section II.A., Sequence of Events, or as soon as possible thereafter to successful offeror.

#### 12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end as indicated in Section II.A, Sequence of Events on the 15<sup>th</sup> day. Protests must be written (electronic protests will not be accepted) and must include the name, address, and phone number of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Procurement Manager

505 Sims Street
Truth or Consequences, NM 87901

# ELECTRONIC PROTESTS WILL NOT BE ALLOWED. PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

# C. GENERAL REQUIREMENTS

# 1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX C.

# 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

# 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State Agency or Local Public Body which may derive from this RFP. The State Agency or Local Public Body entering into a contractual agreement with a vendor will make payments to only the prime contractor.

#### 4. Subcontractors/Consent

The use of subcontractors is not allowed.

#### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. <u>Agency personnel will not merge, collate, or assemble proposal materials.</u>

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time <u>prior to</u> the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

# 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

### a. Proprietary and Confidential information is restricted to:

- 1. confidential financial information concerning the Offeror's organization; and
- 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

<u>IMPORTANT</u>: The price of products offered or the cost of services proposed <u>SHALL</u> <u>NOT</u> be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

# 9. No Obligation

This RFP in no manner obligates the City of Truth or Consequences or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

#### 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the City of Truth or Consequences.

# 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

# 12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

# 13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

# 14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

#### 15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract APPENDIX G. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the

proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

#### 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements. The City of T or C will determine if the Offeror's Terms and Conditions are acceptable.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

# 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

# 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that <u>all</u> of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

# 20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

#### 21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

# 22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

# 23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

#### 24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Truth or Consequences. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

# 25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not

be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

# 26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

#### 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. For the most updated information, please refer to the procurement library located at: http://www.torcnm.org/departments/finance/public\_invitation\_for\_bidders.php

# 28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

#### 29. Letter of Transmittal

Offeror's proposal must be accompanied by an <u>unaltered</u> Letter of Transmittal Form (APPENDIX C), which must be <u>completed</u> and <u>signed</u> by the individual authorized to contractually obligate the company, identified in #2 below. <u>DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK</u> (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

- 1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
- 2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide

- clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only required if the responses differs from the individual identified in A);
- 3. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

# <u>Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.</u>

# 30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the

- liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City's Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City's Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the City's Chief Procurement Officer or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City's Chief Procurement Officer or Central Purchasing Officer.

### 31. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors <u>must</u> include a copy of their current New Mexico Preference Certificate with their proposal. An expired Preference Certificate will not be considered. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <a href="http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx">http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx</a>.

#### A. New Mexico Business Preference

A current copy of the certification must accompany Offeror's proposal.

# B. New Mexico Resident Veterans Business Preference

A current copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply if/because the expenditures for this RFP include federal funds.

# III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

# **B. NUMBER OF COPIES**

# 1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal <u>must</u> be submitted in separate binders as indicated below in this section, and <u>must</u> be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders.

### Offerors must deliver:

#### Binder 1:

- a) Technical Proposals One (1) ORIGINAL, three (3) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a CD/USB Jump drive and CANNOT be emailed. The Technical Proposals SHALL NOT contain any cost information.
  - i. <u>Confidential Information</u>: If Offeror's proposal contains confidential information, as defined in Section I.F. and detailed in Section II.C.8, Offeror <u>must</u> submit:
    - all of the requisite proposals identified in Section III.B.1.a above as <u>unredacted</u> (def. Section I.F.) versions for evaluation purposes; <u>AND</u>
    - ONE (1) additional <u>redacted</u> (def. Section I.F.) HARD COPY version and ONE (1) additional <u>redacted</u> electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted

versions <u>must</u> be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;

#### Binder 2:

b) Cost Proposals – One (1) ORIGINAL, one (1) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy MUST be submitted as a CD/USB Jump Drive and CANNOT be emailed.

The electronic version/copy of the proposal <u>must</u> mirror the physical binders submitted (i.e. One (1) unredacted CD/USB Jump Drive, one (1) redacted CD/USB Jump Drive). The electronic version can NOT be emailed.

The ORIGINAL, HARD COPIES and ELECTRONIC copy information <u>must</u> be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 **Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

Both the ELECTRONIC submission AND the ORIGINAL HARD COPY proposals must be received no later than the time and date indicated in Section II.B.6, Sequence of Events, Submission of Proposals.

The ELECTRONIC and ORIGINAL hard copy information <u>must</u> be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1

Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

# C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard  $8 \frac{1}{2} \times 11$  inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

# 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Within each section of the proposal, Offerors should address the items in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.

# a. Technical Proposal (Binder 1):

# DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL

It is preferable, in the Binder #1 to have a tab separating each of the following sections:

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional-see below)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal/Binder 2)
  - 1. Organizational Experience
  - 2. Organizational References
  - 3. Proof of Liability Insurance
  - 4. Conflict of Interest-Debarment/Suspension Certification Form (Appendix G)
  - 5. Capability and Agreement to Perform (Appendix E)
  - 6. New Mexico Business Preference Certificate (If applicable)
  - 7. New Mexico Resident Veterans Business Preference Certificate (if applicable)
  - 8. State of New Mexico Business License

A Proposal Summary may be included in Offeror's Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material <u>will not</u> be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

#### b. Cost Proposal (Binder 2):

- i. Completed Cost Response Form (APPENDIX F)
- ii. Delivery: Cost Proposal <u>must</u> be in a binder or envelope completely separate from the Technical Proposal Binder in #2. Binder or envelope must be clearly labeled as follows: Cost Proposal RFP #21-22-002 Annual Legal Services.

# IV. SPECIFICATIONS

#### A. DETAILED SCOPE OF WORK

### Day to Day and Routine

- Provision of legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on those decisions.
- Advise the City Commission and the City Manager on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Provide general legal services to the City Commission, City Manager, and Authorized City Staff as needed.
- Research and submission of legal counsel on municipal or other legal matters as requested by the City Manager.
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Draft and send basic correspondence to individual(s) upon request.
- Perform necessary legal research and prepare briefs when required.
- Review of matters relating to municipal utility operations.
- Advise Elected officials.
- Experience with New Mexico Local Government
- Employment Laws
- Timely response to inquiries

### **Meeting Attendance**

- Participate in authorized Meetings and/or telephone conversations with Mayor, Commission Members, or City Manager for legal consultation.
- Attend, as requested, Commission Meetings to include, but not limited to, executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Commission, or City Manager on legal matters.

# Resolutions, Codes, Ordinances, Policies

- Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Provision of legal advice regarding land use and planning and zoning issues.
- Prepare and/or evaluate developer agreements and contracts, subdivision agreements.

- Subdivision, property and road experience.
- Prepare and/or evaluate documents necessary for routine land purchases and/or sales.
- Provision of legal advice on code enforcement and related issues.
- Representation of the City on economic development related issues as may be requested.
- Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes.
- Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.

#### **Contracts and Procurement**

- Review Procurement documents as needed.
- Draft and review of municipal contracts, including contracts for lease agreements,
  Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements,
  public improvements, developments, subdivisions, construction, and the approval of
  content, form, legality, and execution as requested.

# Litigation

- Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.
- Prosecution of criminal matters in City Municipal Court.
- Representation of the City before administrative agencies when requested by the City Manager.
- Represent the City at all pre-trial motions when necessary.
- Draft and review Notices of Contemplated Actions.
- Provide written legal opinions and advise City on methods to avoid civil litigation.
- Examine and advise regarding the legality of all proceedings and actions of the City Commission as may be requested.
- Prepare criminal complaints where facts warrant.
- Receive and evaluate assessment appeals as deemed necessary.
- Preparation of trial.
- Negotiate and enter plea bargains where deemed advisable.
- Investigate and evaluate claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation as deemed necessary.
- Examine, evaluate, and provide representation for appeals to Appellate Courts.
- Prosecution of criminal matters in the City Municipal Courts.
- Defend in court litigation where insurance coverage is unavailable. This includes but is not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
- Handle various legal matters under construction contracts and any resulting litigation.

#### **Employee Issues**

- Provision of legal advice or opinion in respect to personnel matters of the City.
- Attend grievance hearings if requested by the City Manager.

#### Other Services

• Perform other legal services as necessary to protect the city.

#### **Invoicing and Fees**

- Submit a monthly invoice to the City Manager that includes the service performed, the requester, the time involved, and the specific question or matter addressed.
- Provide all of the services listed above for a monthly flat fee based on an annual fee.

#### **B. TECHNICAL SPECIFICATIONS**

# 1. Organizational Experience

#### Offeror must:

- a) provide a detailed description of relevant corporate experience with state and municipal governments and the private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Legal Services for a municipality and governmental entity. All Legal Services provided to private sector will also be considered;
- b) provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as anyone who will provide legal services or to the agency. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.
- c) describe at least two project successes and failures of a Legal Services engagement. Include how each experience improved the Offeror's services.

### 2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large, small or local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists from above. The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must <u>not</u> return the completed Questionnaire to the Offeror. It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

# 3. Capability and Agreement to Perform

Offeror must identify on **APPENDIX** E which services they will or will not be capable and willing to provide as written in the Detailed Scope of Work. Offeror will mark on **APPENDIX** E a "Y" for Yes, indicating that the Offeror is capable and willing to perform the service or an "N" for No, if Offeror is not capable or willing to perform the service.

**APPENDIX E** will be part of the evaluation and must be returned in the proposal.

#### C. BUSINESS SPECIFICATIONS

#### 1. Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX C, and to return a signed, unaltered form will result in Offeror's disqualification.

# 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). <u>Failure to complete</u> and return the signed, unaltered form will result in Offeror's disqualification.

#### 3. State of New Mexico Business License

Offeror must provide a copy of a valid and current State of New Mexico Business License with their proposal. The license shall indicate firm is licensed and is able to provide professional legal services in the State of New Mexico. The license must be signed and dated by an individual authorized to contractually bind the firm. Including the State of New Mexico Seal and must be current.

# 4. Proof of Liability Insurance

Offeror must provide proof of current liability insurance.

# 5. Conflict of Interest-Debarment/Suspension Certification Form (Appendix G)

Offeror must represent and warrant that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

Offeror must certify that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.

#### 6. Cost

Offerors must complete the Cost Response Form in APPENDIX F. Cost will be measured by the total cost of a monthly fee for services as required in the Detail Scope of Work.

#### 7. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors <u>MUST</u> include a copy, in this section, of its current New Mexico Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department. Points will be added for one or the other, but not both.

# V. EVALUATION

# A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

	Evaluation Factors	Points
	(Correspond to section IV.B and IV C)	Available
B.	Technical Specifications	· ·
B. 1.	Organizational Experience	10
B. 2.	Organizational References	10
B. 3.	Capability and Agreement to Perform	40
C.	Business Specifications	
C.1.	Letter Of Transmittal	Pass/Fail
C.2.	Campaign Contribution Disclosure Form	Pass/Fail
C.3.	State of NM Business License	Pass/Fail
C.4.	Proof of Liability Insurance	Pass/Fail
C.5.	Conflict of Interest-Debarment/Suspension	Pass/Fail
	Certification	
C.6.	Cost	40
	TOTAL POINTS AVAILABLE	100
C.7.	New Mexico Preference - Resident Vendor	5
Points	per Section IV C.7 - OR-	
C.7.	New Mexico Preference - Resident Veterans	10
Points	per Section IV C.7	

Table 1: Evaluation Point Summary

#### **B. EVALUATION FACTORS**

# 1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

# 2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

# 3. B. 3 Capability and Agreement to Perform (See Table 1)

Points will be awarded based upon the services that the Offeror is capable and willing to perform by an indication of a Yes or "Y" answer by each service listed on Appendix E. Each service will have a point value. Services that the Offeror is not capable or willing to perform by an indication of a No of "N" answer will receive 0 points.

### 4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

# 5. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

### 6. C.3 State of New Mexico Business License (See Table 1)

Pass/Fail only. No points assigned.

# 7. C.4 Proof of Liability Insurance (See Table 1)

Pass/Fail only. No points assigned.

# 8. C.5 Conflict of Interest-Debarment/Suspension Certification Form (See Table 1)

Pass/Fail only. No points assigned.

### 9. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

The total of all four years will be used to calculate the Cost score.

Lowest Responsive Offeror's Total Cost		
	X	Available Award Points
Each Offeror's Total Cost		

#### 10. C.7 New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

# A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

#### B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

#### C. EVALUATION PROCESS

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
- 3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# **APPENDIX A**

# ACKNOWLEDGEMENT OF RECEIPT FORM

# **APPENDIX A**

**REVISED 8-24-21** 

# **REQUEST FOR PROPOSAL**

# LEGAL SERVICES RFP #21-22-002

# ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 2:00 PM MST on 8/24/21. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G. APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION:		
CONTACT NAME:		
TITLE:	PHONE NO.:	
E-MAIL:	(please print)	
ADDRESS:		
CITY:	STATE: ZIP CODE:	

# Submit Acknowledgement of Receipt Form to:

To: Chief Procurement Officer/Manager 505 Sims Street Truth or Consequences, NM 87901

F-mail: procurement@torcnm.org

Subject Line: RFP 21-22-002 Legal Services, Acknowledgement of Receipt Form

# APPENDIX B

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Offici	ial(s) if any:
DISCLOSURE OF CONTRIBUTION	NS BY PROSPECTIVE CONTRACTOR:
Contribution Made By:	
Relation to Prospective Contractor:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	

Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	-
	OR—
	E AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DE to an applicable public official by me, a family member or
Signature	Date
Title (Position)	

# **APPENDIX C**

# LETTER OF TRANSMITTAL FORM

# APPENDIX C Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!

(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21-22-002 Legal Services

Offeror Name			·
Mailing Addre	ess		
Telephone			
FED ID#			
NM CRS#			
2. Identify the i negotiate, and/o	individual(s) authorized by the or (C) clarify/respond to querie	organization to (A) contest on behalf of this Offero	tractually obligate, (B)
	A	В	C
	Contractually Obligate	Negotiate*	Clarify/Respond to Queries
Name			one in Queries
Title			
E-mail			
Telephone			
* If the individual ident If separate individuals p	tified in Column A also performs the function perform the functions in Columns B and/or (	ons identified in Columns B & C, the C, they must be identified.	en no response is required for those Columns.
If separate individuals p  3. Describe any subcontractors l	relationship with any entity (solumns B and/or or o	C, they must be identified.  Such as a State Agency, rech will be used in the peri	eseller, etc. that is not a formance of any resultant
3. Describe any subcontractors I contract. (N/A,  (Attach extra she by signing the foinformation pro  On behal Governir  I concurrin Sectio	relationship with any entity (solumns B and/or or relationship with any entity (solumns B and/or or relationship with any entity (solumns B above), if any, which will be any entity (solumns B above), if any, which will be any entity (solumns B above), if any, which will be any entity (solumns B and/or or entity (	such as a State Agency, reh will be used in the periocceptable responses to this matory attests to the accuitly acknowledges the followin Section II.C.1. of this R constitutes acceptance of the such acceptance of the section of the	eseller, etc. that is not a formance of any resultant s item.)  uracy and veracity of the lowing: ve, I accept the Conditions FP; the Evaluation Factors contained
3. Describe any subcontractors I contract. (N/A,  (Attach extra she by signing the foinformation pro  On behal Governir  I concurrin Sectio	relationship with any entity (solutions) in Columns B and/or or relationship with any entity (solitisted in #3 above), if any, which None, Does not apply, etc. are a sets, as needed)  form below, the Authorized Signary below, the Authorized Signary below, the Submitting-organization and the Procurement, as required that submission of our proposal on V of this RFP; and	such as a State Agency, reh will be used in the periocceptable responses to this matory attests to the accuitly acknowledges the followin Section II.C.1. of this R constitutes acceptance of the such acceptance of the section of the	eseller, etc. that is not a formance of any resultant s item.)  uracy and veracity of the lowing: ve, I accept the Conditions FP; the Evaluation Factors contained

### **APPENDIX D**

# ORGANIZATIONAL REFERENCE QUESTIONNAIRE

#### APPENDIX D

### ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Truth or Consequences, as a part of the RFP process, requires Offerors to list a minimum and maximum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to <u>each business</u> reference listed in its proposal Section IV. B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire (Appendix D) directly to: the Chief Procurement Officer at <u>procurement@torcnm.org</u> by 2:00 PM, MST 9/2/2021as per Section II. A.5. Sequence of Events for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

# RFP # 21-22-002 LEGAL SERVICES ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

	(Name of Offeror)
	mpany for completion as a reference for the organization e submitted to the Chief Procurement Officer, City of
Name: Chief Procurement Email: procurement@tor Mail: 505 Sims Street,	
	an 2:00 pm MST on 9/2/2021, and must not be returned to e. References are strongly encouraged to provide ratings.
Consequences' Procurement Manager	this form, please contact the City of Truth or at 575-740-7323 or at <a href="mailto:procurement@torcnm.org">procurement@torcnm.org</a> . When aclude the Request for Proposal number provided at the top
Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

Service: Legal Services

QUESTIONS	QU	JES]	ΓΙΟ	NS:
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In what capacity have you worked with this vendor in the past? COMMENTS:
How would you rate this firm's knowledge and expertise?  (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  COMMENTS:
How would you rate the vendor's flexibility relative to changes in the project scope and timelines? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  COMMENTS:
What is your level of satisfaction with hard-copy materials produced by the vendor?  (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)  COMMENTS:

5.	How would you rate the dynamics/interaction be	tween vendor personnel and your staff?
	(3 = Excellent; 2 = Satisfactory; 1 = Unsat	isfactory; 0 = Unacceptable)
	COMMENTS:	
6.	Who are/were the vendor's principal representative would you rate them individually? Would you, pubehaviors or other factors on which you based the	lease, comment on the skills, knowledge,
	(3 = Excellent; 2 = Satisfactory; 1 = Unsat	isfactory; 0 = Unacceptable)
	Name:	Rating:
	COMMENTS:	
7.	How satisfied are/were you with the services and	documents provided by the vendor?
	(3 = Excellent; 2 = Satisfactory; 1 = Unsat applicable)	isfactory; 0 = Unacceptable, N/A = Not
	COMMENTS:	

8.	With which aspect(s) of this vendor's services are/were you most satisfied?
	COMMENTS:
9.	With which aspect(s) of this vendor's services are/were you least satisfied?
	COMMENTS:
10.	Would you recommend this wouldn't arrive to account the contract of the contra
10.	Would you recommend this vendor's services to your organization again?  COMMENTS:
	COMMENTS:

## APPENDIX E

## **CAPABILITY AND AGREEMENT TO PERFORM**

# APPENDIX E CAPABILITY AND AGREEMENT TO PERFORM

Note: The answers on this form are part of the evaluation factors. Each services must be answered as per the sentence below and the form <u>must</u> be signed and submitted in the Technical Proposal section of Binder 1.

Please indicate by <u>each service</u> listed below a "Y" for Yes indicating that the Offeror is capable and willing to perform the service(s) or an "N" for No, if Offeror is not capable or willing to perform the service(s). Each service must be marked. Points: Y = 1 point unless otherwise indicated N = 0 points

#### Day to Day and Routine (Total 12 points)

Y or	N .
	Provision of legal opinion and guidance- but will ultimately leave final decisions to the
	City Commission and Administration- and continue to provide legal support based on
	those decisions.
	Advise the City Commission and the City Manager on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
	Provide general legal services to the City Commission, City Manager, and Authorized City Staff as needed.
	Research and submission of legal counsel on municipal or other legal matters as requested
	by the City Manager.
	Shall notify appropriate staff of new laws, legislative mandatory requirements or other
	when knowledge of such changes are incurred
	Draft and send basic correspondence to individual(s) upon request.
	Perform necessary legal research and prepare briefs when required.
	Review of matters relating to municipal utility operations.
	Advise Elected officials.
	Experience with New Mexico Local Government
	Employment Laws
	Timely response to inquiries
Meet	ing Attendance (Total 2 points)
Yor	N
	Participate in authorized Meetings and/or telephone conversations with Mayor, Commission Members, or City Manager for legal consultation. Attend, as requested, Commission Meetings to include, but not limited to, executive
	sessions, planning sessions, conferences, and department meetings and advise Mayor, City Commission, or City Manager on legal matters.

Reso Y or	lutions, Codes, Ordinances, Policies (Total 11 points) N
	Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
	Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission. Render written opinions on law when requested, including interpretation of statutes,
	ordinances, rules and regulations.  Provision of legal advise regarding land use and planning and zoning issues.  Prepare and/or evaluate developer agreements and contracts, subdivision agreements.
	Subdivision, property and road experience.  Prepare and/or evaluate documents necessary for routine land purchases and/or sales.  Provision of legal advice on code enforcement and related issues.
·	subdivisions, easements maintenance and zoning codes.
	Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.
Cont Y or	racts and Procurement (Total 2 points) N
	Review Procurement documents as needed.  Draft and review of municipal contracts, including contracts for lease agreements, Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements, public improvements, developments, subdivisions, construction, and the approval of content, form, legality, and execution as requested.
Litig: Y or	ation (Total 17 points) N
	Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.  Prosecution of criminal matters in City Municipal Court.
	Representation of the City before administrative agencies when requested by the City Manager.  Represent the City at all pre-trial motions when necessary.
	Draft and review Notices of Contemplated Actions.  Provide written legal opinions and advise City on methods to avoid civil litigation.  Examine and advise regarding the legality of all proceedings and actions of the City  Commission as may be requested.
	Prepare criminal complaints where facts warrant.  Receive and evaluate assessment appeals as deemed necessary.  Preparation of trial.

	Negotiate and enter plea bargains where deeme	
	Investigate and evaluate claims by the City aga	inst others and recommend appropriate
	course of action.	
	Handle disputes between the City and other go	vernmental units, including litigation as
	deemed necessary.	
	Examine, evaluate, and provide representation	for appeals to Appellate Courts.
	Prosecution of criminal matters in the City Mu	
	Defend in court litigation where insurance covered	
	limited to: human rights claims, condemnation	zoning and land use regulation matters
	permits and administrative actions, administrat	ive citations code enforcement issues labor
	and employment matters.	rve chanons, code emoreement issues, iabor
	Handle various legal matters under construction	n contracts and any regulting litigation
	Trandic various legal matters under constructio	in contracts and any resulting intigation.
Empl	Joyon Issues (Total 2 noints)	
Y or N	oloyee Issues (Total 2 points)	
1 OF	IN.	
	Durwisian of least advise an aninimity in many	cata a construction of the Catalogue
	Provision of legal advice or opinion in respe	
	Attend grievance hearings if requested by the (	City Manager.
Other Y or N	r Services (Total 1 point)  N  Perform other legal services as necessary to pro	otect the city.
	. S	· · · · · · · · · · · · · · · · · · ·
Invoic	icing and Fees (Total 3 points)	
Y or N	• • •	
	Submit a monthly invoice to the City Manager	that includes the service performed, the
	requester, the time involved, and the specific question Provide all of the services listed above for a more	uestion or matter addressed. (1 pt)
ORGA	ANIZATION:	
AUTH	HORIZED SIGNER:	
_		
	ompleting, signing, and submitting this document	
	e, that said Organization will be able to provide th	
for Yes	es. The Organization will not be able to provide	any of the services marked with an "N" for
No.		
Signati	ture	Date
2.5.1411		12410

#### **APPENDIX F**

#### **COST RESPONSE FORM**

The cost proposal listed below is for the services that we are capable and willing to provide/perform as indicated by a "Y" for Yes on Appendix E CAPABILITY AND AGREEMENT TO PERFORM.

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

	Flat Annual Fee (Do Not Include Taxes)
Option Year 1: (10/01/2021thru 09/30/2022)	Price:\$
Option Year 2: (10/01/2022 thru 09/30/2023)	Price:\$
Option Year 3: (10/01/2023 thru 09/30/2024)	Price:\$
Option Year 4: (10/01/2024 thru 09/30/2025)	Price:\$

### APPENDIX G

# CITY OF TRUTH OR CONSEQUENCES CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM

#### APPENDIX G

# CITY OF TRUTH OR CONSEQUENCES CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM

#### CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

- HA. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the City's contracting process;
- 2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because
- (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-l6-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and
- (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by

the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

#### **DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the City's Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

#### CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

ORGANIZATION:			
NAME OF AUTHORIZED SIGNE	R:	<del></del>	
TITLE:	PHC	ONE NO.:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
AUTHORIZED SIGNATURE		– — DATE	

#### APPENDIX H

## **DRAFT CONTRACT**

## **APPENDIX H**

#### DRAFT CONTRACT

The Agreement included in this Appendix H represents the contract the Agency intends to use to make an award. The City of Truth or Consequences reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and \_\_\_\_\_\_ (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq. and Procurement Code Regulations, NMAC 1.4.1 et. seq. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the <u>Request For Proposal Number 21-22-002 Annual Legal Services</u> and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. Scope of Work.

a. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

#### 2. Compensation.

- a. The City shall pay to the Contractor a flat amount of \$\_\_\_\_\_ per month plus New Mexico Gross Receipts Tax not to exceed an annual flat amount of \$\_\_\_\_\_ plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed

and expenses incurred to the City Manager at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

#### 3. Term.

a. This Agreement shall be in effect as of and will expire of
---

#### 4. Contract Renewal.

- a. This contract may be renewed up to three (3) additional years after the original contract issue date.
- b. Renewal can only be initiated by the City after approval of the City Commission.

#### 5. Termination.

<u>Termination</u>. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

#### 6. Appropriations.

a. The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do nto exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### 7. Status of Contractor

a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 8. Discrimination Prohibited

a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

#### 9. ADA Requirement

a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

#### 10. Reports and Information

a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

#### 11. Establishment and Maintenance of Records

a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

#### 12. <u>Publication, Reproduction and Use of Materials</u>

a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

#### 13. Construction and Severability

a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

#### 14. <u>Claims</u>

a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

#### 15. Subcontracting

a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

#### 16. Release

a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

#### 17. Confidentiality

a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

#### 18. Product of Service - Copyright.

a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

#### 19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

#### 20. Merger.

a. This Agreement 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 this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

#### 22. Equal Opportunity Compliance.

a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### 23. Applicable Law.

a. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### 24. Workers Compensation.

a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

#### 25. Records and Audits

a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

#### 26. Indemnification.

a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

#### 27. Invalid Term or Condition.

a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

#### 28. Enforcement of Agreement.

a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### 29. Notices.

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
- b. To the City:
  - i. City Manager,

#### 505 Sims Street Truth or Consequences, NM 87901

c.	To	the	Contractor:

• •	
11.	

#### 30. Authority.

a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

#### 31. Insurance

a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

#### 32. Assignability

a. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

#### 33. Amendment

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### 34. Entire Agreement:

a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

	VITNESS WHEREOF, the parties have executed this ture below.	Agreement as of the date of
By:	City of Truth or Consequences	Date:
By:	City's Legal Counsel –Certifying legal sufficiency	Date:
By:	Contractor	Date:

# EXHIBIT A SCOPE OF WORK ANNUAL LEGAL SERVICES

#### Day to Day and Routine

- Provision of legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on those decisions.
- Advise the City Commission and the City Manager on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Provide general legal services to the City Commission, City Manager, and Authorized City Staff as needed.
- Research and submission of legal counsel on municipal or other legal matters as requested by the City Manager.
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Draft and send basic correspondence to individual(s) upon request.
- Perform necessary legal research and prepare briefs when required.
- Review of matters relating to municipal utility operations.
- Advise Elected officials.
- Experience with New Mexico Local Government
- Employment Laws
- Timely response to inquiries

#### **Meeting Attendance**

- Participate in authorized Meetings and/or telephone conversations with Mayor, Commission Members, or City Manager for legal consultation.
- Attend, as requested, Commission Meetings to include, but not limited to, executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Commission, or City Manager on legal matters.

#### Resolutions, Codes, Ordinances, Policies

- Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Provision of legal advice regarding land use and planning and zoning issues.
- Prepare and/or evaluate developer agreements and contracts, subdivision agreements.
- Subdivision, property and road experience.

- Prepare and/or evaluate documents necessary for routine land purchases and/or sales.
- Provision of legal advice on code enforcement and related issues.
- Representation of the City on economic development related issues as may be requested.
- Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes.
- Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.

#### **Contracts and Procurement**

- Review Procurement documents as needed.
- Draft and review of municipal contracts, including contracts for lease agreements, Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements, public improvements, developments, subdivisions, construction, and the approval of content, form, legality, and execution as requested.

#### Litigation

- Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.
- Prosecution of criminal matters in City Municipal Court.
- Representation of the City before administrative agencies when requested by the City Manager.
- Represent the City at all pre-trial motions when necessary.
- Draft and review Notices of Contemplated Actions.
- Provide written legal opinions and advise City on methods to avoid civil litigation.
- Examine and advise regarding the legality of all proceedings and actions of the City Commission as may be requested.
- Prepare criminal complaints where facts warrant.
- Receive and evaluate assessment appeals as deemed necessary.
- Preparation of trial.
- Negotiate and enter plea bargains where deemed advisable.
- Investigate and evaluate claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation as deemed necessary.
- Examine, evaluate, and provide representation for appeals to Appellate Courts.
- Prosecution of criminal matters in the City Municipal Courts.
- Defend in court litigation where insurance coverage is unavailable. This includes but is not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
- Handle various legal matters under construction contracts and any resulting litigation.

#### **Employee Issues**

- Provision of legal advice or opinion in respect to personnel matters of the City.
- Attend grievance hearings if requested by the City Manager.

#### **Other Services**

• Perform other legal services as necessary to protect the city.

#### **Invoicing and Fees**

- Submit a monthly invoice to the City Manager that includes the service performed, the requester, the time involved, and the specific question or matter addressed.
- Provide all of the services listed above for a monthly flat fee based on an annual fee.

#### PROPOSAL TO PROVIDE LEGAL SERVICES TO THE CITY OF TRUTH OR CONSEQUENCES

#### RFP # 21-22-002 ANNUAL LEGAL SERVICES

**TECHNICAL BINDER** 

"ELECTRONIC COPY"

HAND DELIVERED

Tammy Gardner, Interim Chief Procurement Officer
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

**SUBMITTED BY:** 

JAIME F. RUBIN, LLC
ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282

# JAIME F. RUBIN, LLC ATTORNEY AT LAW

P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282

## RFP: 21-22-002 ANNUAL LEGAL SERVICES

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PPENDIX E CAPABILITY AND AGREEMENT TO PERFORM
EW MEXICO BUSINESS PREFERENCE CERTIFICATE
TATE OF NEW MEXICO BUSINESS LICENSE
PPENDIX A, APPENDIX A REVISED 8-24-2021, & ATTACHMENT A DDENDUM #1

#### JAIME F. RUBIN, LLC

# ATTORNEY AT LAW P.O. DRAWER 151 TRUTH OR CONSEQUENCES, NEW MEXICO 87901 TELEPHONE: 575.894,3031 FAX: 575.894.3282 Tax ID No. 20-4304766

#### HAND DELIVERED

September 2, 2021

City of Truth or Consequences
Attention: Office of the Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

Re: RFP: 21-22-002 ANNUAL LEGAL SERVICES

Dear Ladies and Gentlemen,

Please accept this letter and enclosures as my proposal to provide legal services in response to the City of Truth or Consequences Request for Proposals (RFP) No. 21-22-002.

This letter of transmittal is intended to comply with page 15 of the RFP.

- a. My firm is Jaime F. Rubin, Attorney At Law, LLC.
- b. Jaime F. Rubin, owner is authorized by the firm to contractually obligate the firm.
- c. Jaime F. Rubin, owner, 575-894-3031 is authorized to negotiate the contract on behalf of the firm.
  - d. Jaime F. Rubin may be contacted for clarification.
  - e. My State Federal Tax Identification Number is 20-4304766.
  - f. I will sign the proposal.
  - g. I am willing to accept all amendments or addenda to this RFP.
  - h. I accept the conditions governing this procurement.

As per pages 20-21 of the RFP, the following information is also submitted:

- Signed Campaign Contribution Form
- Table of Contents
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions

- Response to Specifications (except Cost Information see Binder #2 Cost Proposal)
- Organizational Experience
- Organizational References
- Proof Of Liability Insurance
- Conflict of Interest-Debarment/Suspension Certification Form (Appendix G)
- Capability and Agreement to Perform (Appendix E)
- New Mexico Business Preference Certificate (Application is included)
- State of New Mexico Business License

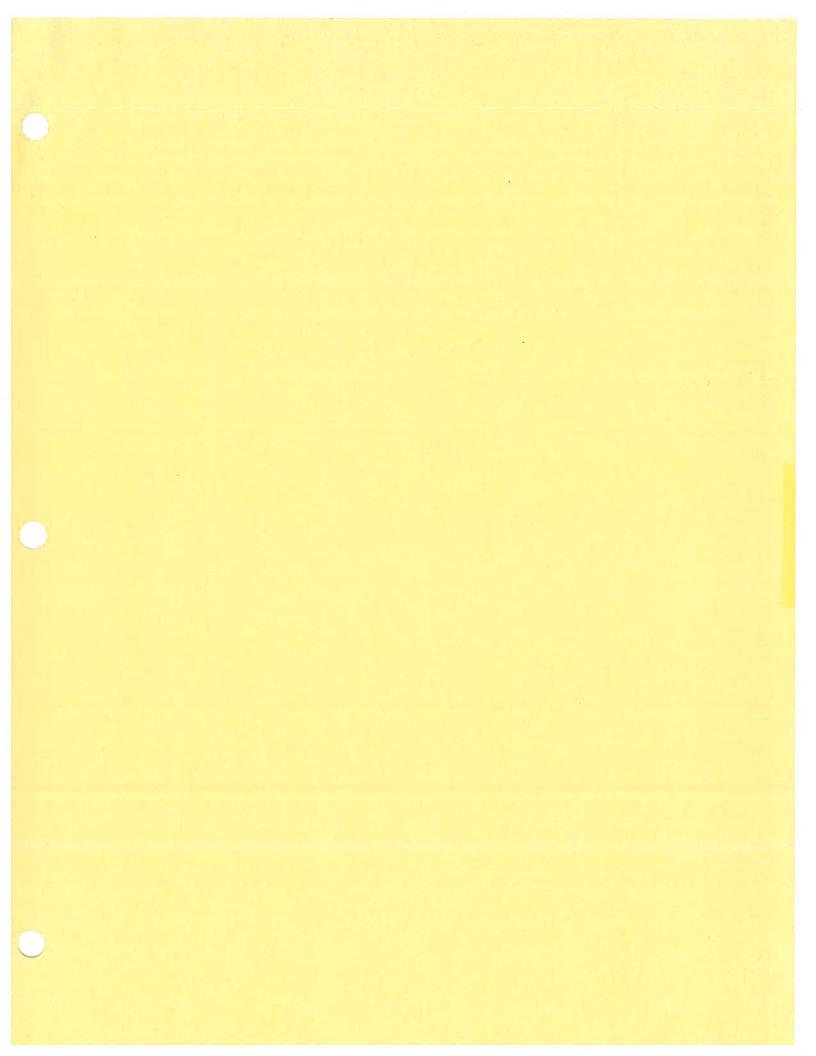
The City's draft contract is generally acceptable. My main concern is the compensation provision contained in paragraph 2. (Please see Cost Response Document in Binder #2 for further information). I also suggest we tighten up the indemnification language set forth in Paragraph 26.

During the negotiation phase, the parties may agree to further terms that are mutually acceptable.

Very Sincerely,

Jaime F. Rubin-City Attorney

Enclosures JFR: toa



# **APPENDIX C**Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!

(N/A, None, Does not apply, etc. are acceptable responses.)

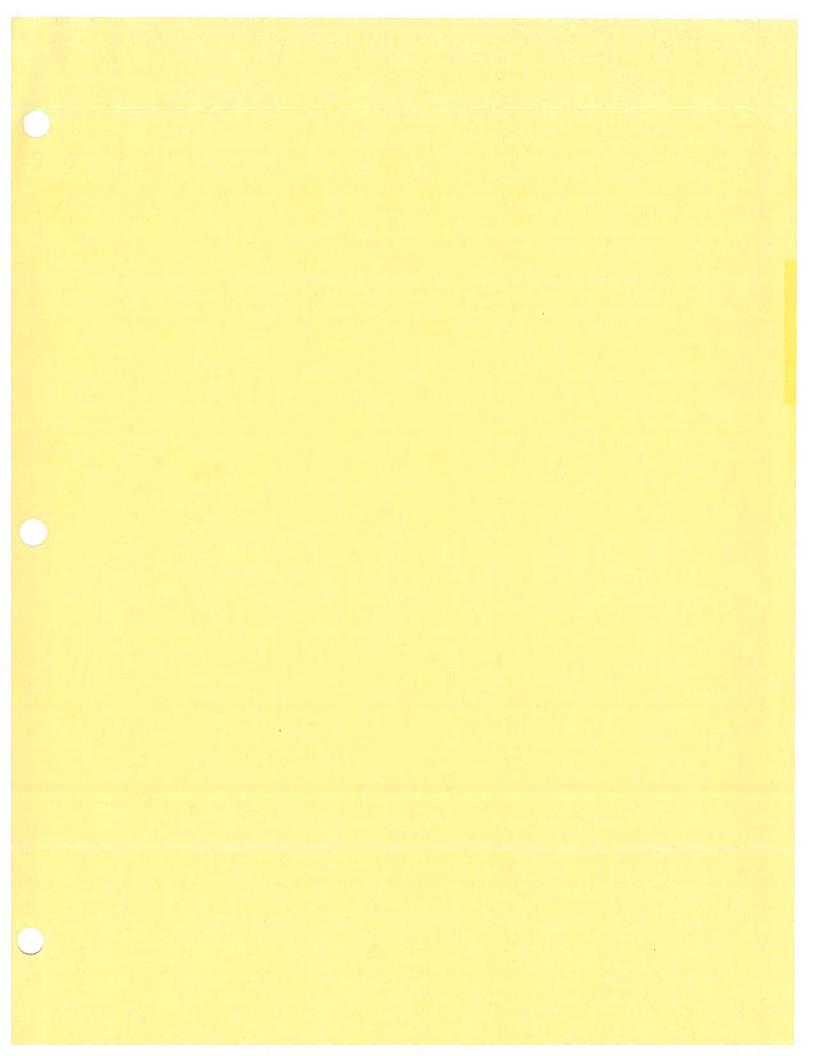
RFP#: 21-22-002 Legal Services

1. Identify the following information for the submitting organization:

Jaime F. Rubin

Offeror Name

Mailing Add	ress	P.O. Drawe	1151 TorC AIM	87901				
Telephone		575-894-3		<u> </u>				
FED ID#		20-4304766						
NM CRS#		02-13/08-700-4						
2. Identify th negotiate, and	e indiv Vor (C	vidual(s) authorized by	y the organization to (A) contract ueries on behalf of this Offeror:	ually obligate, (B)				
		A	В	C				
	Contractually Obligate		Negotiate*	Clarify/Respond to Queri				
Name	Jaine F. Rubin		Jame F. Rubin	Jaine F. Rubin				
Title	Ou	ner	Owner	Owner				
E-mail		in Dzianet.com	inbin azianet.com	ioubin Dzianet.c				
Telephone	224	5-894-3031	S75-894-3031 functions identified in Columns B & C, then no re	J 575-804-3072				
contract. (N/A	A, Non	e, Does not apply, etc.	which will be used in the perform are acceptable responses to this item	nance of any resultant				
On belt Govern     I concuin Sect     I acknowledge	form rovide nalf of ning th ar that ion V	below, the Authorized of on this form, and exthe submitting-organizate Procurement, as requisabmission of our proportion of this RFP; and the receipt of any and all	I Signatory attests to the accuracy aplicitly acknowledges the following atton identified in item #1, above, I fired in Section II.C.1. of this RFP; osal constitutes acceptance of the E amendments to this RFP, if any.  Signed by the individual identified	accept the Conditions valuation Factors contained				



#### APPENDIX B

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Offic	ial(s) if any: None	
DISCLOSURE OF CONTRIBUTION	NS BY PROSPECTIVE CONTRACTOR:	
Contribution Made By:	None	
Relation to Prospective Contractor:		
Date Contribution(s) Made:		
Amount(s) of Contribution(s)		
Nature of Contribution(s)		

Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	
	OR
NO CONTRIBUTIONS IN THE DOLLARS (\$250) WERE MADE representative.	AGGREGATE TOTAL OVER TWO HUNDRED FIFTY  To an applicable public official by me, a family member or
Signature Rul	& -30 - 21 Date
Title (Position)	: 

## JAIME F. RUBIN, LLC ATTORNEY AT LAW

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282
Tax ID No. 20-4304766

# RESPONSE TO CONTRACT TERMS AND CONDITIONS

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282

**RFP: 21-22-002 ANNUAL LEGAL SERVICES** 

# RESPONSE TO CONTRACT TERMS AND CONDITIONS FROM SECTION II.C.15

The City's draft contract is generally acceptable. My main concern is the compensation provision contained in paragraph 2. (Please see Cost Response Document in Cost Binder #2 for further information).

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282
Tax ID No. 20-4304766

# OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282

**RFP: 21-22-002 ANNUAL LEGAL SERVICES** 

# OFFEROR'S ADDITIONAL TERMS AND CONDITIONS FROM SECTION II.C.16

Please see Cost Response Document in Cost Binder #2 for further information.

### JAIME F. RUBIN, LLC ATTORNEY AT LAW

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
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## **ORGANIZATIONAL EXPERIENCE**

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282

### RFP: 21-22-002 ANNUAL LEGAL SERVICES

### **TECHNICAL SPECIFICATIONS**

### 1. ORGANIZATIONAL EXPERIENCE:

# <u>Public Sector: Familiarity with State of New Mexico Laws, Ordinances of the City of Truth or Consequences:</u>

I have been licensed to practice law in New Mexico since 1983 and have maintained a full-time private practice in Truth or Consequences continuously since that time. I am a general, sole practitioner with an emphasis on Wills, Probates, Contracts, Worker's Compensation and Social Security Disability. As such, I have learned and utilized a wide breadth of New Mexico Law.

More important to the City, I have served as the City Attorney for the City of Truth or Consequences for Thirty (30) years (1989-2015 & 2016-Present). During that period of time, I have been required to research and employ an extensive array of statutes promulgated by the New Mexico State Legislature, the common law decisions mandated by our courts and the ordinances passed by the City Commission.

With respect to state statutes, let me give you a few examples:

### 1. 10-15-1 et seq. N.M.S.A. (1978), Open Meetings Act:

Knowledge of this Act is of paramount importance. The Open Meeting Act governs the procedure for all meetings where government business is discussed and carried on. During my tenure, I have worked with City staff to ensure that agenda items were properly listed and to give input as to what items could be discussed in executive session. I regularly attended the City Commission meetings, and I have paid close attention to the discussion so that I could give proper guidance as to whether the discussion and ensuing action tracked the agenda notice. At times, I have provided helpful interventions to ensure compliance with the Open Meeting Act.

### 2. Procurement Code (Chapter 13)

I frequently researched and gave opinions as to specific aspects of the Procurement Code. Given the geographical location of our City, it was necessary that I became familiar with specific aspects, such as "small purchases" and "sole source".

### 3. Various Zoning Laws and Regulations:

Knowledge of the various zoning statutes and ordinances is important. We frequently have to utilize the outlined procedures for zone changes, variances, special uses, etc. I have assisted the Administration and the City Commission with "Battershell" hearings and assisted in implementing the requisite ordinances.

With respect to City Ordinances, I notice that perhaps more than fifty percent (50%) of the current City Ordinances were promulgated after 1989. This means that I either personally drafted the ordinances, or I approved them. A prominent example is our current Nuisance Ordinance. The ordinance lays out a comprehensive and strict format for disposing of dangerous buildings, and cleaning up trash, rubbish and weeds. The ordinance has served as the framework for dozens of successful prosecutions in the City's Municipal Court.

I have also ensured that the City Commission timely passed uniform codes, most notably the UTO (Uniform Traffic Ordinances). This allowed the City's police department to continue to do its job with respect to enforcing all of the current State and City traffic laws.

### **TRIAL EXPERIENCE IN NEW MEXICO COURTS:**

During my tenure as City Attorney, I prosecuted literally hundreds of cases in the Municipal Court. As a prosecutor, I recognize that I have two (2) dual ethical obligations: 1) To be zealous as the City's Legal Representative and 2) To be fair and extend due process to the opposing party. I am proud of the fact neither the police department nor the defense ever had cause to complain to the City Administration or the City Commission that I failed either obligation.

Aside from my City business, my general practice keeps me frequently within the New Mexico Courts. I frequently have had to litigate many administrative and District Court matters.

My litigation experience has extended all the way back to 1983. I particularly enjoy representing Workers before the Workers Compensation Administration and claimants before the Social Security Administration.

### **OFFEROR EXPERIENCE:**

As I am a sole practitioner, I would be the only attorney from my office. However, as my past experience should indicate, I have always made the City business a priority in my practice. I have never had a problem fulfilling all of the duties of which I was asked to perform.

I also enjoyed a good working experience with outside counsel employed by the City. This included working with the Coppler Law Firm and the attorneys hired by the NMSIF. With respect to the NMSIF, I frequently acted as a "go between" to assist the NMSIF in getting necessary documents and information to help the NMSIF do their job.

The **DETAILED SCOPE OF WORK** listed in the RFP is similar, if not identical to the **SCOPE OF WORK** of which I was expected to follow during my Thirty (30) year tenure. I stand ready, willing and able to give the same quality service. I can fulfill the General Requirements and Scope of Work. Recently, the City Commission has its regular meeting times on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Wednesday of each month at 9:00 a.m. Such times are convenient for me.

I am a member in good status with the New Mexico State Bar Association.

### **YEARS OF SERVICE:**

I have been licensed since 1983 and have been continuously practicing law in Truth of Consequences for the past Thirty-Eight and a half (38½) years. My service to the City has been a rewarding experience. I look back on the dozens of successful projects launched by the City and it is heartwarming to realize that I played a positive role in most of the projects.

### 2. **RESOURCES**:

### **Business Specifications:**

I maintain a full-time law practice. I am open Monday through Friday from 8:00 a.m. to 5:00 p.m. When necessary and by agreement, I can make myself available after hours to handle pressing matters.

I have two (2) full time secretaries who have both worked with me for several years. They are both familiar with routine City procedures and are able to assist me in drafting Ordinances, Criminal Complaints and Contracts. Each of us have our own separate workspace, desk computer and other necessary equipment and supplies.

I also have two (2) spacious office rooms that are available for meetings and conferences.

### 3. LOCALITY:

My office is located at 314 Main Street, Truth or Consequences. I am within easy walking distance of the City Manager's office and City Hall. I believe that this is an important aspect for the City to consider.

The close proximity of my office to the City office yields several huge advantages to the City such as:

- 1. There is no travel time for me to attend City Meetings, City Conferences and other necessary City functions. This results in huge savings to the City.
- 2. Subject to my schedule, I am readily available to meet with City Officials. I had always made City business a high priority.

- 3. I am also close to the City of Truth of Consequences Municipal Court. This is helpful for court personnel to schedule hearings.
- 4. It was common for City Officials to contact me to ask questions. I always encouraged such communications.
- 5. I always maintained an "open door" policy. This allowed City Officials to visit me for "in person" meetings. "In person" meetings usually yield greater output than telephonic discussions.

### 4. **REFERENCES**:

The City of Truth or Consequences is the only Municipality I have ever represented, and I have never wanted to represent any other Municipality. Nevertheless, in response to your inquiry, I have enclosed a document entitled **TECHNICAL SPECIFICATIONS: ORGANIZATIONAL REFERENCES**. This document provides the contact information, a brief description of the legal services provided, and a timeline of the services provided for the Three (3) Business References, which I requested complete and return to the Chief Procurement Officer **APPENDIX D ORGANIZATIONAL REFERENCE QUESTIONNAIRE**.

### 5. ORAL PRESENTATIONS:

I would be delighted to appear for an oral presentation. I would be happy to answer any questions you have including technical and administrative questions. As I hope that I demonstrated over my past tenure, I am committed to address the needs of the City of Truth or Consequences.

ATTORNEY AT LAW
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Tax ID No. 20-4304766

## **ORGANIZATIONAL REFERENCES**

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894,3031
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RFP: 21-22-002 ANNUAL LEGAL SERVICES

# TECHNICAL SPECIFICATIONS: ORGANIZATIONAL REFERENCES

The City of Truth or Consequences is the only Municipality I have ever represented, and I have never wanted to represent any other Municipality. Nevertheless, in response to your inquiry, here are three sources:

### 1. LAURA ARIOLA (R & N APARTMENTS LLC):

R & N Apartments LLC is a local Licensed Liability Company which conducts business in Truth or Consequences, New Mexico. They buy, develop, and manage real estate. I prepared the Articles of Organization and filed the same with the Secretary of State in 2018, and I have kept myself available to R & N Apartments LLC to answer questions. The contact person is Laura Ariola, phone # 561-314-8005.

### 2. THOMAS PESTAK (PF & S LLC):

PF & S LLC is a local Licensed Liability Company which conducts business in Truth or Consequences, New Mexico. They rent equipment and practice general business services. I prepared the Articles of Organization and filed the same with the Secretary of State in 2020, and I have kept myself available to PF & S, LLC to answer questions. The contact person is **Thomas Pestak, phone** # 575-740-0276.

## 3. DONALD KLEINE (KLEINE MOTOR COMPANY AND DONALD KLEINE INDIVIDUALLY):

I have handled numerous cases on behalf of Kleine Motor Company and also on behalf of Donald Kleine Individually, over the last 10 years. Kleine Motor Company has several Governmental Projects, including the City of Las Cruces. The contact person is **Donald Kleine**, phone #575-993-3711.

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# PROOF OF LIABILITY INSURANCE



### Lawyers' Professional Liability Insurance DECLARATIONS

Policy Number:

0015572 -- 2021 (LPL-NM-FUL)

Subproducer: Tyra dba LAI Professional Ins.

**Programs** 

Item 1. Policyholder:

Jaime F. Rubin, LLC P.O. Drawer 151 Torc, NM 87901

Item 2. Policy

Effective: 02/12/2021

Expiration: 02/12/2022

Period:

12:01 a.m. Standard Time at the address of the name insured as stated herein.

Item 3. The Insurance is afforded under the terms and conditions of the forms attached:

Schedule of Coverage

Coverage

**Limits of Liability** 

**Premium** 

**Professional Liability** 

\$1,000,000 Each Claim

\$5,384.00

\$2,000,000 Aggregate

\$5,000 Deductible

Endorsements to this policy: TBP-02

NM-123

TBP-147

TBP-149

TBP-150

Item 4. The following lawyers are named as individual Insureds:

Policyholder:

Jaime F. Rubin, LLC

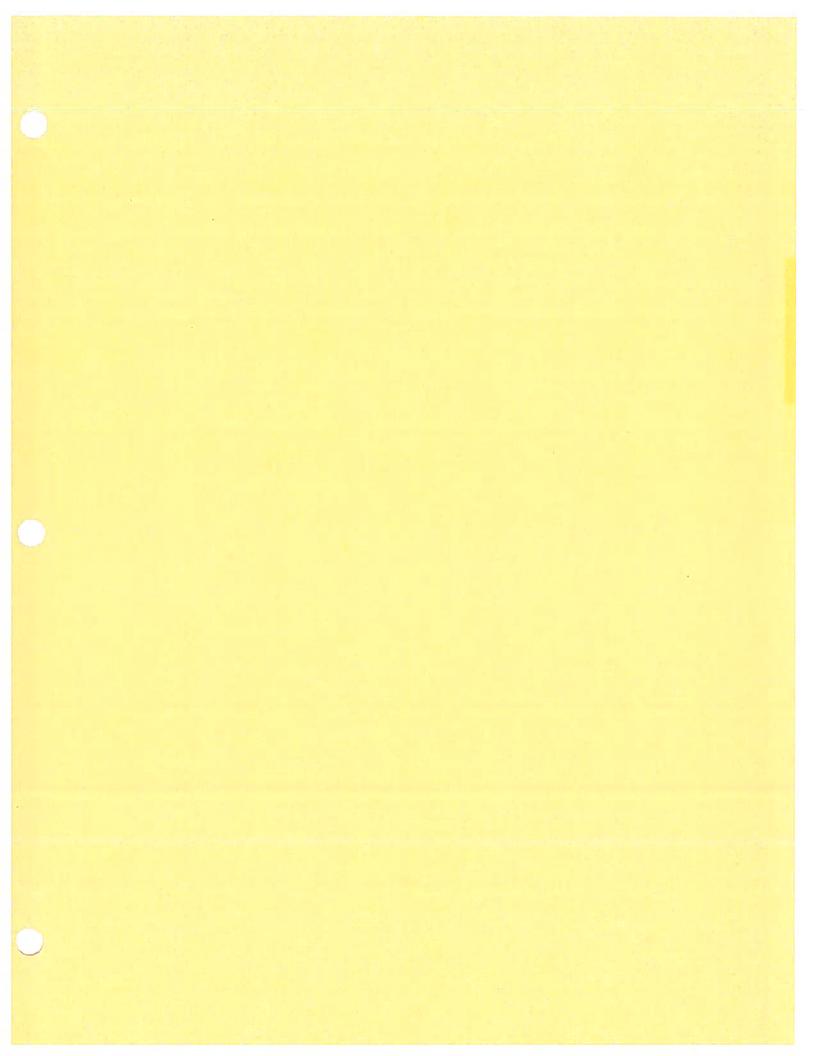
JAIME F RUBIN

Charen R. McCarty

Date: 02/03/2021

Countersigned By:

Page 1 of 1 TBP-210 (1-2011)



### APPENDIX G

# CITY OF TRUTH OR CONSEQUENCES CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM

### CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

- HA. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the City's contracting process;
- 2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because
- (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City of the City or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-l6-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and
- (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by

the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

### **DEBARMENT/SUSPENSION STATUS**

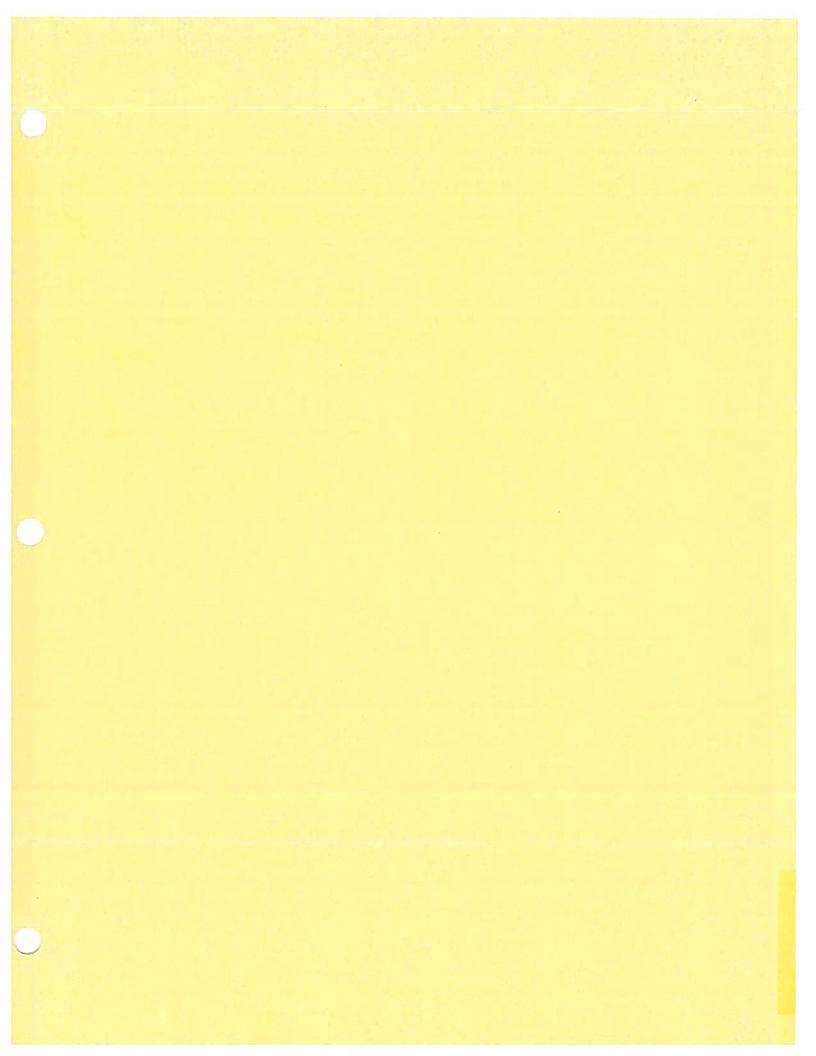
The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the City's Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

#### **CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

ORGANIZATION: Jaime F. Ru	bin, LLC Attorney at Law
NAME OF AUTHORIZED SIGNER: Ja	ime F. Rubin
TITLE: OWNER	PHONE NO.: 575-894-3031
ADDRESS: P.O. Drawer 151	314 Main Street
CITY: Truthar Consequences STAT	E: 11 ZIP CODE: 87901
Jame Rule	8/30/21
AUTHORIZED SIGNATURE	DATE

**APPENDIX H** 



# APPENDIX E CAPABILITY AND AGREEMENT TO PERFORM

Note: The answers on this form are part of the evaluation factors. Each services must be answered as per the sentence below and the form <u>must</u> be signed and submitted in the Technical Proposal section of Binder 1.

Please indicate by <u>each service</u> listed below a "Y" for Yes indicating that the Offeror is capable and willing to perform the service(s) or an "N" for No, if Offeror is not capable or willing to perform the service(s). Each service must be marked. Points: Y = 1 point unless otherwise indicated N = 0 points

### Day to Day and Routine (Total 12 points)

Y or	N .
<u>Y</u>	Provision of legal opinion and guidance- but will ultimately leave final decisions to the
	City Commission and Administration- and continue to provide legal support based on
y	those decisions.
	Advise the City Commission and the City Manager on all matters including Policies and
	Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and
V	Criminal Litigations matters that may arise.
y	Provide general legal services to the City Commission, City Manager, and Authorized
V	City Staff as needed.
	Research and submission of legal counsel on municipal or other legal matters as requested
V	by the City Manager.
	Shall notify appropriate staff of new laws, legislative mandatory requirements or other
Y	when knowledge of such changes are incurred  Draft and send basis correspondence to individual(s)
Y	Draft and send basic correspondence to individual(s) upon request.  Perform necessary legal research and prepare briefs when required.
<b>V</b>	Review of matters relating to municipal utility operations.
Y	Advise Elected officials.
Y	Experience with New Mexico Local Government
<u>Y</u>	Employment Laws
7_	Timely response to inquiries
Moot	ing Attendence (Total 2 mainte)
Yor	ing Attendance (Total 2 points)
y	Participate in authorized Meetings and/or telephone conversations with Mayor,
1/	Commission Members, or City Manager for legal consultation.
	Attend, as requested, Commission Meetings to include, but not limited to, executive
•	sessions, planning sessions, conferences, and department meetings and advise Mayor, City
	Commission, or City Manager on legal matters.

### Resolutions, Codes, Ordinances, Policies (Total 11 points) Y or N

Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission. Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations. Provision of legal advise regarding land use and planning and zoning issues. Prepare and/or evaluate developer agreements and contracts, subdivision agreements. Subdivision, property and road experience. Prepare and/or evaluate documents necessary for routine land purchases and/or sales. Provision of legal advice on code enforcement and related issues. Representation of the City on economic development related issues as may be requested. Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes. Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements

### Contracts and Procurement (Total 2 points) Y or N

Y Review Procurement documents as needed.

Draft and review of municipal contracts, inclu

required by or for the City as needed.

Draft and review of municipal contracts, including contracts for lease agreements, Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements, public improvements, developments, subdivisions, construction, and the approval of content, form, legality, and execution as requested.

### Litigation (Total 17 points) Y or N

Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.

Prosecution of criminal matters in City Municipal Court.

Representation of the City before administrative agencies when requested by the City Manager.

Represent the City at all pre-trial motions when necessary.

Draft and review Notices of Contemplated Actions.

Provide written legal opinions and advise City on methods to avoid civil litigation.

Examine and advise regarding the legality of all proceedings and actions of the City Commission as may be requested.

Prepare criminal complaints where facts warrant.

Receive and evaluate assessment appeals as deemed necessary.

Preparation of trial.

1/		
Y Negoti	ate and enter plea bargains where deeme gate and evaluate claims by the City again	d advisable.
course	of action.	
Y Handle	disputes between the City and other gov	vernmental units, including litigation as
4 A	d necessary. ne, evaluate, and provide representation i	for appeals to Appellate Country
Y Prosect	ution of criminal matters in the City Mun	nicipal Courts.
Defend limited permits	l in court litigation where insurance cove to: human rights claims, condemnation,	rage is unavailable. This includes but is not
	various legal matters under construction	contracts and any resulting litigation.
Employee Iss Y or N	sues (Total 2 points)	
Y Provisi Attend	ion of legal advice or opinion in respec grievance hearings if requested by the C	t to personnel matters of the City. ity Manager.
Other Service Y or N	s (Total 1 point)	
	n other legal services as necessary to pro-	tect the city.
	Fees (Total 3 points)	
request	a monthly invoice to the City Manager ter, the time involved, and the specific que all of the services listed above for a month	hat includes the service performed, the estion or matter addressed. (1 pt) nthly flat fee based on an annual fee. (2 pts)
ORGANIZATI	ION: Jaine Rusin Attorne	at Law, LLC
AUTHORIZEI	SIGNER: Jaime Pub	12
By completing, above, that said	, signing, and submitting this document, and Organization will be able to provide the	I attest, on behalf of the Organization listed e services listed above marked with a "Y" ny of the services marked with an "N" for
	Jaine Rub	8-20-21
Signature	June view	Date

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282
Tax ID No. 20-4304766

## NEW MEXICO BUSINESS PREFERENCE CERTIFICATE

Offeror requested said certificate from the New Mexico Taxation and Revenue Department on August 17, 2021. Certificate has not been returned to offeror at this time. Please see attached Application for Resident Business Certification dated August 17, 2021.



### STATE OF NEW MEXICO



**Taxation and Revenue Department** 

### APPLICATION FOR RESIDENT BUSINESS CERTIFICATION

Name of Business City, State, Zip Code   Co. On-Awen 151   Tanth or Lonsequeness 87901	SECTION 1	<b>General Information</b>	1
Mailing Address - City, State, Zip Code   P.O. Dr. American   ST   Truth or Consequences   S790	Name of Business		
Mailing Address - City, State, Zip Code   Phone Number of Business Owner or Officer   Phone Number of Business Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 7 140 - 2320   Subsiness Owner or Officer   Son 1 140   Subsiness Owner of Owner of the preceding three years; and   The business of the Owner of Son 1 140   Subsiness Owner of Owners of the Ducksiness Owner of Owners of the Owner of Son 1 140   Subsiness Owner of Owners of the Owner of Son 1 140   Subsiness Owner of Owners of the Owner of Son 1 140   Subsiness Owner of Owners of the Owner of Owners of the Owner of Owners of the Owner of Owners Owners of Son 1 140   Subsiness Owner of Owners	JAIME F. RUBIN HTTOO	LINEY AT LAW LLC	<b>-</b>
Physical Address - City, State, Zip Code   3/4   Main of State   Trunth on Conscanse   87901	Mailing Address - City, State, Zip Code		
Name of Business Owner or Officer   Phone Number of Business Owner or Officer   Sort Phone Number of Business Contact   Sort Phone Number of Business Contact   E-mail of Business Contact   Sort Phone Number of Sort Phone Number of Sort Phone Number of Sort Phone Number of Business Contact   Sort Phone Number of Sort Phone Numbe		TRUTH OR CONSEAU	ences 87901
Name of Business Owner or Officer    Jame   Rubin   Phone Number of Business Owner or Officer   Sos 7 140-2320   Subject   Subject   Sos 7 140-2320   Subject   Subje	-		
Name of Business Contact    Jame F. Rubin   Signature   Phone Number of Business Contact   Jubin E zignation			
Name of Business Contact    Jame F.   Public   Phone Number of Business Contact   Long Table F.   Public   Phone Number of Business Contact   Long Table F.   Public   Public P.   Public P.   Public P.   Public P.			
SECTION II   Resident Business Status Information		(5757740-2320	jrubin ezianet. com
SECTION II   Resident Business Status Information			E-mail of Business Contact
Resident Business Status Information  Please choose the relevant business status category below and place a checkmark next to all statements that apply to the applicant's business under the relevant category. If any statement under the relevant category is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.  Bxisting Business  The business has been in existence for at least three years; and The business has been in existence for at least three years; and The business has paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The business has paid at least one other tax administered by the State of New Mexico in each of the preceding three years.  New Business  The business did not exist as a business in any form and has been in existence for less than three years; and The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years; and The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and The business is licensed to do business in New Mexico; and Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and Eighty (80%) percent or more of the total personnel of the precess in the prior year were residents of New Mexico; and The business has leased real property in New Mexico for ten years; or		LS75/740-2320	jubin e zignet. com
Please choose the relevant business status category below and place a checkmark next to all statements that apply to the applicant's business under the relevant category. If any statement under the relevant category is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.  Existing Business  The business has been in existence for at least three years; and The business has paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The business has paid at least one other tax administered by the State of New Mexico in each of the preceding three years.  New Business  The business did not exist as a business in any form and has been in existence for less than three years; and The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years; and The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and The business is licensed to do business in New Mexico; and Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and	NM(CRS) Number:	. 1	
Please choose the relevant business status category below and place a checkmark next to all statements that apply to the applicant's business under the relevant category. If any statement under the relevant category is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.    Existing Business			
In applicant's business under the relevant category. If any statement under the relevant category is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.    Bxisting Business			
The business has been in existence for at least three years; and The business is licensed to do business in New Mexico; and The business has paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The business has paid at least one other tax administered by the State of New Mexico in each of the preceding three years.  New Business The business did not exist as a business in any form and has been in existence for less than three years; and The business is currently licensed to do business in New Mexico; and The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years.  Relocated Business The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and The business is licensed to do business in New Mexico; and Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and The business has leased real property in New Mexico for ten years; or	or does not otherwise describe the ap	levant category. If any statement und oplicant's business, it may not qualify	ler the relevant category is not appropriate to y for certification.
The business has been in existence for at least three years; and The business is licensed to do business in New Mexico; and The business has paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The business has paid at least one other tax administered by the State of New Mexico in each of the preceding three years.  New Business The business did not exist as a business in any form and has been in existence for less than three years; and The business is currently licensed to do business in New Mexico; and The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years.  Relocated Business The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and The business is licensed to do business in New Mexico; and Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and The business has leased real property in New Mexico for ten years; or	Existing Business	<b>"我们,我们,我们</b>	
The business did not exist as a business in any form and has been in existence for less than three years; and The business is currently licensed to do business in New Mexico; and The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years.  Relocated Business The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and The business is licensed to do business in New Mexico; and Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and The business has leased real property in New Mexico for ten years; or	The business has been in existence The business is licensed to do busi The business has paid property tax and The business has paid at least one	e for at least three years; and iness in New Mexico; and ses or rent on real property in New M	lexico in each of the preceding three years;
<ul> <li>□ The business did not exist as a business in any form and has been in existence for less than three years; and</li> <li>□ The business is currently licensed to do business in New Mexico; and</li> <li>□ The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and</li> <li>□ The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and</li> <li>□ This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years.</li> <li>□ Relocated Business</li> <li>□ The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and</li> <li>□ The business is licensed to do business in New Mexico; and</li> <li>□ Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and</li> <li>□ The business has leased real property in New Mexico for ten years; or</li> </ul>	New Business		
<ul> <li>□ The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and</li> <li>□ The business is licensed to do business in New Mexico; and</li> <li>□ Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and</li> <li>□ The business has leased real property in New Mexico for ten years; or</li> </ul>	<ul> <li>The business did not exist as a business in any form and has been in existence for less than three years; and</li> <li>The business is currently licensed to do business in New Mexico; and</li> <li>The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in each of the preceding three years; and</li> <li>The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in each of the preceding three years; and</li> <li>This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preced-</li> </ul>		
the past five years; and  The business is licensed to do business in New Mexico; and  Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and  The business has leased real property in New Mexico for ten years; or	Relocated Business		
	the past five years; and The business is licensed to do busin Eighty (80%) percent or more of the and The business has leased real proper	ness in New Mexico; and e total personnel of the business in th ty in New Mexico for ten years; or	ne prior year were residents of New Mexico;

Préviously, Certified Rusliness o	r Purchasi	ed, Reorganized Name Changed Bu	isiness	· ene
The business is licensed to do business in New Mexico; and After January 1, 2012, but less than three years ago, the business obtained and was eligible for resident business certification. However, the business has since: (1) changed its name; (2) reorganized into one or more different legal entities; or (3) been purchased by or merged with another legal entity, but now operates in New Mexico as substantially the same commercial enterprise;				
tification. However, before the Depar reorganized into one or more differen now operates in New Mexico as subs	rtment was a nt legal entiti	OR  go, the business applied and was eligible able to issue certification, the business: (i ies; or (3) was purchased by or merged we same commercial enterprise.	1) change	d its name (2)
SECTION III		Affidavit		
TANK TIRE AND THE AND		ERTIFIED PUBLIC ACCOUNTANT		
STATE OF NEW MEXILO	meets the	vear, <u>under oath</u> that it is my professiona required criteria set forth in NMSA 1978 at Business Certification and that ALL in	, Section	l3-1-22 (B) (2012)
COUNTY OF DONA ANA	checked m	arked statements in the foregoing application of my knowledge.	ation are t	rue and complete
Name JAMES CLAY BAGU	ELL	CPA License #	State	Date
Signature		2552	NM	8/17/21
	5			
		NOTARY		
Subscribed and sworn to before me	this 17	h day of August, 2	20 2	•
Notary Public (NOTARY SEAL)	al	My Commission Expires	9-20	<u>8</u> 3
I am authorized to sign this ap truthfulness of the information	plication of provided	on behalf of the applicant and atte herein.	st to the	3
Signature of Applicant -	$\Omega$		Date	1 .
Jaine	Ulub		4 h	1121
OFFICIAL SEAL Madison Hopkins NOTARY PUBLIC-State of New M				
Send compreted 7-19 - 202 application along PO P		Revenue Department		
with CZE OO to.		87502-5374		
(505)	827-09	51		
			·	

ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282
Tax ID No. 20-4304766

# STATE OF NEW MEXICO BUSINESS LICENSE

### Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

### JAIME F. RUBIN, ATTORNEY AT LAW, LLC 2622256

the above named entity, a Company organized under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Limited Liability Company, under the

#### **Limited Liability Company Act**

53-19-1 to 53-19-74 NMSA 1978

having filed its Articles of Organization on August 15, 2005, and Certificate of Organization issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: August 24, 2021

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver
Secretary of State



**Certificate Validation #: 0054910** 

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at https://portal.sos.state.nm.us/bfs/online and following the Instructions displayed under Certificate Validation.



### **Taxpayer Access Point (TAP)**

### Confirmation

### **Business Taxes Account Status Form**

**Company Name** 

**Date of Status** 

: JAIME FRUBIN LLC

**NM Business Tax ID** 

024131087-00-4

**Status** 

: Your New Mexico Business Tax accounts are IN compliance

8/24/2021

Status confirmațion number is: 1-738-483-392

### **Search Information**

HOME

Home

**Entity Details** 

Business ID#: 2622256

Status: Active

Entity Name: JAIME F. RUBIN, ATTORNEY

Standing: Good Standing

AT LAW, LLC

DBA Name: Not Applicable

**Entity Type and State of Domicile** 

Entity Type: Domestic Limited Liability

Company

State of Incorporation: New Mexico

Statute Law Code: 53-19-1 to 53-19-74

**Formation Dates** 

Date of Incorporation in NM: Not Applicable Date of Organization in NM: 08/15/2005

Date of Formation in State of Not Applicable

Date of Authority in NM: Not Applicable

Date of Registration in NM: Not Applicable Management Type: N/A

**Reporting Information** 

Report Due Date: Not Applicable Next Annual Meeting Date: Not Applicable

Suspension Expiration Date: 12/31/2049

Period of Existence and Purpose and Character of Affairs

Period of Duration: 12/31/2049

**Business Purpose:** 

Character Of Affairs:

**Outstanding Items** 

Not Applicable

**Registered Agent:** 

No Records Found.

License:

No Records Found.

#### **Contact Information**

Mailing Address: 314 MAIN ST, TRUTH OR CONSEQ, NM 87901

**Principal Place of Business** 

Anywhere:

Secondary Principal Place of

**Business Anywhere:** 

**Principal Office Outside of New** 

**Not Applicable** 

Registered Office in State of

Incorporation:

Mexico:

Principal Place of Business in

Domestic State/ Country:

**Not Applicable** 

Principal Office Location in NM: Not Applicable

### **Registered Agent Information**

Name: JAIME F. RUBIN

Geographical Location

Address:

**Physical Address:** 

314 MAIN ST, TRUTH OR

**CONSEQ, NM 87901** 

Mailing Address: NONE

Date of Appointment: 08/15/2005

Effective Date of Resignation:

#### **Director Information**

**Not Applicable** 

Officer Information

**Not Applicable** 

#### **Manager Information**

No Records to View.

#### **Member Information**

No Records to View.

#### **Organizer Information**

**Title** Name **Address** 

Organizer RUBIN JAIME F.

**NONE** 

**Title** 

Name

**Address** 

Organizer

**RUBIN ESTELA** 

**NONE** 

**Incorporator Information** 

**Not Applicable** 

**Trustee Information** 

**Not Applicable** 

**Filing History** 



Filing Date	Filing Type	Fiscal Year End Date	Post Mark	Survivor/ Re- Domesticated Entity	Instrument Text	Processed Date	Filing #
08/15/2005	Certificate Of Organization				JAIME F. RUBIN, ATTORNEY AT LAW, LLC 3 PAGES 12/31/2049	08/30/2005	777075

**License History** 



**Filing Date** 

**Filing Number** 

**License Start Date** 

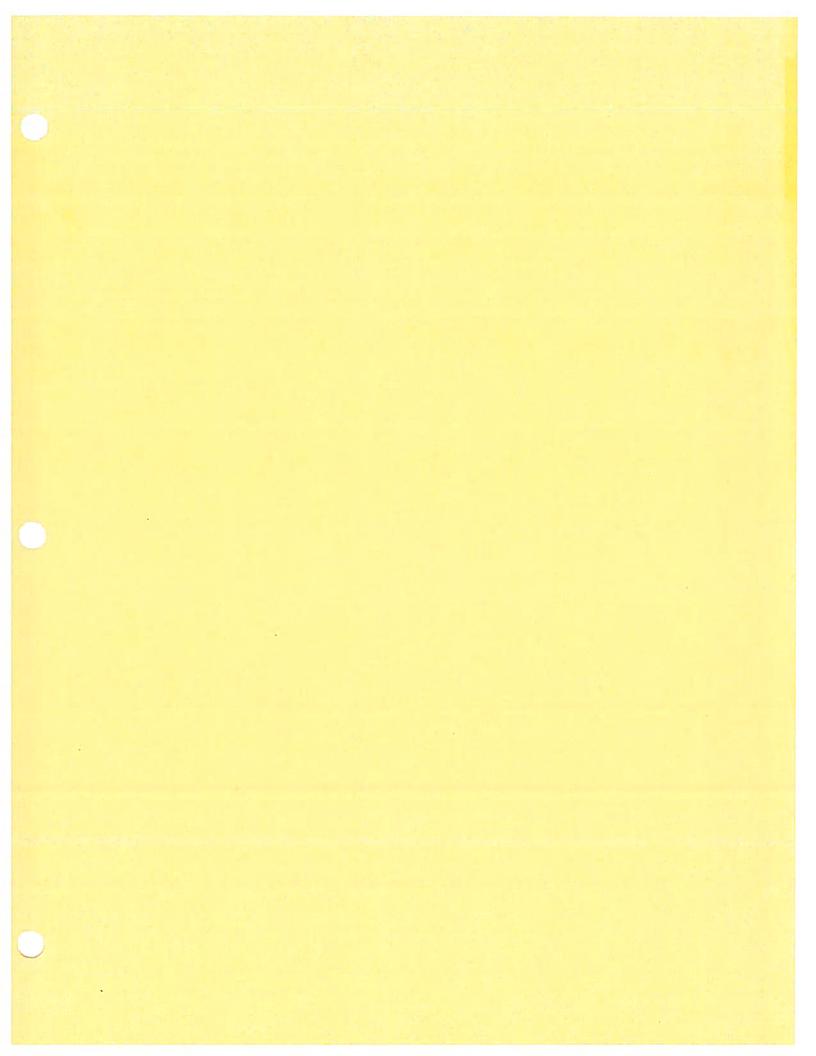
**License End Date** 

No records to view.

Sact:

Little, Unine History

Return to Search



### **APPENDIX A**

### **REQUEST FOR PROPOSAL**

### LEGAL SERVICES RFP #21-22-002

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 2:00 PM MST on 8/24/21. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZA	TION: <u>Jaime F. Rubir</u>	ı, LLC Attorney At Law
CONTACT	NAME:Jaime F. Ru	bin
TITLE:	Owner	PHONE NO.: 575-894-3031
E-MAIL:	jrubin@zianet.com	(please print)
ADDRESS:	P.O. Drawer 151	314 Main Street
CITY: Truth	or Consequences	STATE: New Mexico ZIP CODE: 87901

Submit Acknowledgement of Receipt Form to:

To: Chief Procurement Officer/Manager 505 Sims Street

Truth or Consequences, NM 87901

E-mail: procurement@torcnm.org

Subject Line: RFP 21-22-002 Legal Services, Acknowledgement of Receipt Form

Jame Cu

8/21/21

### **APPENDIX A**

### **REVISED 8-24-21**

# REQUEST FOR PROPOSAL LEGAL SERVICES

### RFP #21-22-002

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

This Acknowledgement of Receipt Form should be signed and submitted no later than 2:00 PM MST on 8/24/21. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G APPENDIX H.

Submit Acknowledgement of Receipt Form to:

To: Chief Procurement Officer/Manager

505 Sims Street

Truth or Consequences, NM 87901

E-mail: procurement@torcnm.org

Subject Line: RFP 21-22-002 Legal Services, Acknowledgement of Receipt Form

8/24/2(

# ATTACHMENT A ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM #1 TO REQUEST FOR PROPOSAL #21-22-002

### ANNUAL LEGAL SERVICES

This Acknowledgement of Receipt of <u>Addendum #1</u> should be signed and submitted along with the with the <u>revised Appendix A Acknowledgement of Receipt Form</u> for Request for Proposal listed above. Only potential Offerors who elect to return this form will be eligible to receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

This addendum does not change the body or intent of the original RFP. If potential offerors have submitted the original Appendix A Acknowledgement of Receipt Form by the 8/24/21 2:00 pm deadline, that submittal will be recognized and honored.

In acknowledgement of receipt of this Addendum #1 for Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP and the Addendum #1.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION:Jaime F. Rubin, LLC Attor	ney At Law
CONTACT NAME: Jaime F. Rubin	
TITLE: Owner PHO	ONE NO.: 575-894-3031
E-MAIL: jrubin@zianet.com	
ADDRESS: P.O. Drawer 151	314 Main Street
CITY: Truth or Consequences STATE: New M	Mexico ZIP CODE: 87901
SIGNATURE:	8-24-21
Please include Addendum #1 with your final proj	oosal.
Submit Acknowledgement of Receipt of Addende	um #1 Form to:

To: Procurement Manager

E-mail: procurement@torcnm.org

Subject Line: Addendum #1 RFP #21-22-002 Annual Legal Services

### **CITY OF TRUTH OR CONSEQUENCES**

### AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: G.5

SUBJECT:	Approval of Contract Extension with Coppler Law Firm
DEPARTMENT:	Finance Department
DATE SUBMITTED:	September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
WHO WILL PRESEN	IT THE ITEM: Carol Kirkpatrick, Finance Director
	ound: Original contract with Coppler Law Firm was 7/1/2021 through 9/30/2021. This is to
extended legal serv	vices on an as needed basis from 10/1/21 through 6/30/2022.
Recommendation:	
Approval of Contra	ct with Coppler Law Firm 10/1/21 through 6/30/2022
Attachments:	
Click here to	enter text.
<ul> <li>Contract wi</li> </ul>	th Coppler Law Firm
•	
Fiscal Impact (Fina	nce): Yes
<b>-</b>	
	ontract is \$190.00 per hour plus gross receipt tax, not to exceed \$55,0000 plus Gross
Receipts of \$4,675	for a total of \$59,675
Legal Review (City	Attornoul: Voc
Legui Neview (City	Attorney). Tes
•	
Approved For Subr	nittal By: 🛛 Department Director
Reviewed by:	City Clerk
Final Approval: ⊠	City Manager
i mai Appiovai. 🖂	city Wallager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. C	lick here to enter text Ordinance No
Continued To: .	
☐ Approved	☐ Denied ☐ Other: .
File Name: CC Ag	이 방문에 발매되었다. 이 이 나가 보여 하지만 주었다면 그 얼마나 하나 아니는 사람들이 그리고 있는데 아이들은 모든 사람들은 그렇게 되었다. 그리고 하는 사람들은 이 시간 목표를 받는

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Truth or Consequences ("City") and COPPLER LAW FIRM, P.C. ("Contractor"), whose address is 645 Don Gaspar Avenue, Santa Fe, New Mexico 87505.

WHEREAS, the City has determined that it is in its best interest to contract for Legal Services; and

WHEREAS, Contractor has been determined qualified and locally available to perform Legal Services as described herein and has previously provided such services to the City; and

WHEREAS, Contractor is willing to provide legal services to the City as provided herein.

**NOW, THEREFORE,** in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services: Contractor will provide Legal Services as defined in the Scope of Services attached hereto as Exhibit A.

**Time of Performance:** The term of this Agreement will commence on October 1, 2021 and will continue through June 30, 2022, unless earlier terminated as provided herein and contingent on the availability of funds. The City and the Contractor each reserve the right to terminate this Agreement in writing for no cause by giving thirty (30) days notice to the other party.

<u>Compensation and Method of Payment:</u> For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

\$190.00 for each hour of Legal Services provided to the City of Truth or Consequences. In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of \$55,000.00 plus applicable gross receipts tax for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized invoices for work performed under this Agreement and for reimbursable expenses incurred on behalf of the City to the City Manager or to the City's Accounts Payable Department, as directed by the City Manager. Payment shall be net 30 days from receipt of invoice to the City's Accounts Payable Department.

Independent Contractor: Neither the Contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that Contractor and its employees are not

entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City as described in its Employee Personnel Manual.

<u>Taxes:</u> Contractor acknowledges that Contractor is responsible for the payment of all income taxes, gross receipts taxes, and other applicable taxes for any compensation received from the City.

<u>Discrimination Prohibited</u>: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided the City as directed by the City Manager.

Publication. Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

<u>Construction and Severability:</u> If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**Enforcement:** In case of a dispute, the Contractor and the City agree to divide all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

<u>Workers' Compensation:</u> The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

Other Insurance: Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

<u>Safety:</u> Contractor shall abide by the policies, rules and guidelines required by the City of Truth or Consequences employees when on City property for the purposes of this Agreement.

Confidentiality: Contractor shall be bound by the confidentiality requirements of §7-1-8 NMSA, 1978. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City Manager of the Governing Body of the City of Truth or Consequences.

<u>Conflict of Interest:</u> The Contractor warrants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**Entire Agreement:** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the Parties through their authorized representative have entered into this Agreement as of the date first written above.

CODDIED I AWEIDM DO

	OF TRUTH OR CONSEQUENCES	COITLER LAW FIRM, F.C.
By:		By:
• -	Bruce Swingle	Frank Coppler
	City Manager	Senior Partner

CITY OF TOUTH OD CONSEQUENCES

## **CITY OF TRUTH OR CONSEQUENCES**

## AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: G.6

A.
SUBJECT: Approval of Contract Extension with Tech 45 Services, LLC
<b>DEPARTMENT:</b> Finance Department
DATE SUBMITTED: September 15, 2021
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director
Summary/Background: Original contract with Tech 45 Services, LLC was 7/1/2021 through 9/30/2021. This is
to extended airport management services from 10/1/21 through 12/31/2021
Recommendation:
Approval of Contract with Tech 45 Services, LLC 10/1/21 through 12/31/2021
Attachments:
Click here to enter text.
Contract with Tech 45 Services, LLC
Fiscal Impact (Finance): Yes
Total cost of the contract is \$10,500 plus gross receipts tax of 892.50 for a total of \$11,392.50.
Legal Review (City Attorney): Yes
•
Approved For Submittal By: ⊠ Department Director
<b>Reviewed by:</b> ☑ City Clerk ☑ Finance ☑ Legal ☐ Other: Click here to enter text.
Final Approval:   City Manager
- Mar Approval. 23 City Munuger
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Click here to enter text. Ordinance No
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC Agenda 9-22-2021

## EXTENSION OF AIRPORT MANAGEMENT CONTRACT

This Extension of Airport Management Contract is entered into by and between the CITY OF TRUTH OR CONSEQUENCES, a Municipal Corporation (hereinafter called "City") and TECH 45 SERVICES, LLC (hereinafter called "Contractor").

#### **RECITALS**

- A. The parties entered into an Airport Management Contract which sets forth a Time of Performance for a three (3) month period commencing on July 1, 2021 and ending on September 30, 2021.
- B. The parties desire to extend the Airport Management Contract for an additional three (3) month period beyond the September 30, 2021 expiration date.

**NOW THEREFORE**, the do mutually agree as follows:

- 1. The Airport Management Contract shall be extended for an additional three (3) month period commencing on October 1, 2021 and ending on December 31, 2021.
- 2. The same terms and conditions as set forth in the Airport Management Contract shall remain in full force and effect during the extended term.

CHAD ROSACKER	-
	TECH 45 SERVICES, LLC

#### AIRPORT MANAGEMENT CONTRACT

This Agreement for services is by and between the City of Truth or Consequences (hereinafter called "City"), and TECH 45 SERVICES, LLC (hereinafter called "Contractor").

WHEREAS the City wishes to engage the Contractor to provide management services for operation of the Truth or Consequences Municipal Airport.

**NOW THEREFORE** the parties do mutually agree as follows:

<u>Scope of Services:</u> The City agrees to engage the Contractor and the Contractor hereby agrees to perform all duties and requirements as detailed in Exhibit 1.

<u>Time of Performance:</u> The contract shall be for a three (3) month period commencing on July 1, 2021 and ending on September 30, 2021. Either party may terminate this contract at any time with a 30 day written notice to the other party.

<u>Compensation and Method of Payment:</u> For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

- A. \$3,500.00 plus NMGRT per month to be paid on or before the 15<sup>th</sup> day of each month. Contractor will be required to submit monthly certifications that he fulfilled all of the necessary services described in Exhibit 1 with a monthly invoice for services rendered.
- B. Sole use of the "Pippen" hangar at no charge to the Contractor during the three (3) month period. Thereafter, Contractor may rent the hangar for \$2,000.00 per year subject to the parties' right to re-negotiate these terms at any time after September 30, 2021.

<u>Independent Contractor:</u> Neither the Contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City as described in its Employee Personnel Manual.

<u>Taxes:</u> Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipt taxes and other deductions by law for any compensation received by the City.

<u>Discrimination Prohibited:</u> In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify

and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

<u>Construction and Severability:</u> If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

**Enforcement:** In case of a dispute, the Contractor and the City agree to divide all costs and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

<u>Worker's Compensation</u>: The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

Other Insurance: Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

<u>Safety:</u> Contractor shall abide by the policies, rules and guidelines required by the City of Truth or Consequences employees when on City property for the purposes of this Agreement.

Confidentiality: Contractor shall be bound by the confidentiality requirements of §7-1-8 NMSA, 1978. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City Manager of the Governing Body of the City of Truth or Consequences.

<u>Conflict of Interest:</u> The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

<u>Amendment:</u> This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

<u>Entire Agreement:</u> This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

#### **CITY OF TRUTH OR CONSEQUENCES**

**CONTRACTOR** 

505 Sims Street Truth or Consequences, NM 87901

TECH 45 SERVICES, LLC

Y MANAGER CHAD ROSACKER

#### **EXHIBIT 1**

#### SCOPE OF SERVICES:

- Supervises, selects, trains, directs, and evaluates department personnel; monitors all activities and operations of the department; sets goals and objectives and establishes guidelines for performance; makes recommendations for hiring and termination; prepares assignments for Airport Attendants.
- Directs and participates in the recruitment, selection, training, supervision, and development of all Airport staff, either directly of through subordinates.
- Plans, manages, and monitors the proper allocation and utilization of staff according to projected needs and directives.
- Supervises acquisition, planning, design, construction, and maintenance of airport facilities; coordinates, and shares resources with other City Departments on maintenance and special repair projects.
- Evaluates & inspects the cleanliness and effectiveness of the airport areas, facilities, and services.
- Studies local conditions, communicates with user groups, and develops immediate and long range plans to meet airport needs of all age groups.
- Responsible for following City procurement procedures when obtaining price quotes(s) as needed for requisitions, to place orders and maintain supplies and equipment, for efficient airport operations.
- Prepares and manages annual budget for the airport program functions; approves purchase of supplies and operating inventory for recreation programs; develops alternative funding sources for programs and improvements.
- Attends regular Airport Advisory Board meetings and reports recommendations and direction to the City Manager.
- Advises the City Manager of the direction of long-term strategic planning for the City Airport.
- Oversees marketing of the airport programs, including posting on the City of Truth or Consequences website.
- Researches grant opportunities and assists with grant applications for the betterment of the airport and related community facilities.
- Coordinates facilities and programs with department staff and other agencies and organizations.
- Performs public relation duties; responds to complaints; prepares news releases and information and marketing bulletins, or other publicity on airport activities; identifies and works diligently to meet the airport needs.
- Perform Economic Development to recruit business and hangar rental Property Management to ensure City/tenant relationships are maintained for the good of the City.
  - Interact directly with pilots, tenants, emergency crews, and the public.
  - Represents City as necessary for Airport operations.
  - Performs Attendant duties as necessary.
  - Fueling and minor servicing of various types of aircraft.

- Airport and aircraft services, such as: radio communications with aircraft, providing local surface weather and area traffic advisories, parking aircraft using hand signals, and logging aircraft landings.
  - Sales of incidental items.
- Cash handlining operations, to include credit card cars sales, and daily reconciliation and reporting.
  - Maintain fuel logs, measure fuel tanks, test fuel for contaminants, and order fuel as needed.
  - Read and communicate monthly well readings.
- Responsible for performing and ensuring all equipment, tools and machinery are in clean and safe operating condition, including having a scheduled maintenance program.
  - Maintain assigned vehicle(s) by inspecting, servicing, cleaning, and general housekeeping.
  - Performs minor facility and grounds maintenance.
  - May be required to perform other duties outside the scope of this agreement.
- On site management with days and times to be agreed upon by the parties. will be expected on Fridays, Saturdays, and/or Sundays, a minimum of three (3) weekends per month.
- Weekly hours put into the airport are minimum twenty (20) in addition to being on call on weeknights and available at all times while tending to Tech 45 Enterprises business at the airport
  - On call Monday through Thursday 4:30 p.m. through 3:00 a.m.
  - Work will be a combination of on-site and remote.

## **CITY OF TRUTH OR CONSEQUENCES**

## **AGENDA REQUEST FORM**

MEETING DATE: September 22, 2021

Agenda Item #: G.7

SUBJECT:	Approval of Contract Extension with Integrated Technologies Group
DEPARTMENT:	Finance Department
DATE SUBMITTED	: September 15, 2021
SUBMITTED BY:	Carol Kirkpatrick, Finance Director
WHO WILL PRESE	NT THE ITEM: Carol Kirkpatrick, Finance Director
	<b>Dund:</b> Original extended contract with Integrated Technologies Group was from 7/1/2021  1. This is to extended technology services from 10/1/21 through 12/31/2021.
Recommendation	;
Approval of Contra	act with Integrated Technologies Group 10/1/21 through 12/31/2021
Attachments: Click here to	ontor toyt
	ith Integrated Technologies
- Contract W	in integrated recimologies
Fiscal Impact (Find	ance): Yes
Total cost of the c	ontract is \$13,750 plus gross receipt tax of \$1,168.75 for a total of \$14,918.75
Legal Review (City	Attorney): Yes
_	
Approved For Sub	mittal By: 🛮 Department Director
Reviewed by: 🛛	City Clerk ☑ Finance ☑ Legal ☐ Other: Click here to enter text.
Final Approval: 🗵	I City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Perolution No.	lick here to enter text.  Ordinance No
Continued To: .	
☐ Approved	□ Denied □ Other: .
File Name: CC A	
	50.100 0 E2 E024

# CITY OF TURTH OR CONSEQUENCES CONTRACT FOR SERVICES Amendment #4

This amendment is to extend the services as stated in the Contract for Services dated <u>August 28, 2018</u> between the City of Truth or Consequences, (hereinafter referred to as the "City") and Integrated Technologies Group, LLC (hereinafter referred to as the "Contractor")

By virtue of the extension of Amendment #2, the parties agreed to extend the August 28, 2018 contract through September 30, 2021.

The parties further agree to extend the contract to begin <u>October 1, 2021</u> and end <u>December 31, 2021</u> for a total period of three (3) months. The City hereby notifies the Contractor that this agreement will terminate on December 31, 2021 without further written notice. The City reserves the right to end the contract and this Amendment #4 with 30 days written notice.

The contractor agrees to be on site in Truth or Consequences a minimum of once a week. The scheduled day will be on Thursdays from 9:00 am until 4:00 pm unless other notice is given. The Contractor may notify the City Manager's Administrative Assistant or the Finance Officer if the schedule needs to be changed.

The City shall pay to the Contractor thirteen thousand, seven hundred fifty dollars and zero cents (\$13,750.00), plus Gross Receipts Tax, for services satisfactorily performed, to be invoiced in equal monthly amounts of four thousand, five hundred eighty three dollars and thirty three cents (\$4,583.33), plus gross receipts tax after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (\$85.00) per hour plus Gross Receipts Tax (GRT) on a separate purchase order.

Both Parties agree to adhere to all other terms and conditions as set forth in the August 28, 2018 Contract (attached).

City:	Contractor:
Bruce Swingle, City Manager	
Date	 Date

#### CONTRACT FOR SERVICES

This Agreement for services is made and entered into by and between the City of Truth or Consequences (hereinafter referred to as the "City") and Integrated Technologies Group, LLC,

WHEREAS the City wishes to engage the Contractor to provide information technology services.

NOW THEREFORE the parties do mutually agree as follows:

#### 1. SCOPE OF WORK

The Contractor hereby agrees to perform the Scope of Work detailed in Exhibit A (attached) and incorporated herein by reference.

#### 2. COMPENSATION

- A. The City shall pay to the Contractor Fifty-five thousand dollars (\$55,000) annually for services satisfactorily performed, to be invoiced in equal monthly amounts of Four thousand, Five hundred Eighty-Three dollars and Thirty-three cents (\$4,583.33), after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (\$85.00) per hour plus GRT.
- B. Invoices should be submitted monthly, and payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. The final invoice of the Fiscal Year MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour (½) basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

#### CONTRACT FOR SERVICES

#### **TERM**

This agreement is for twelve (12) months from the date of approval by the City of Truth or Consequences City Manager. This Contract will be issued with the understanding that the City will be issuing a formal solicitation for IT services and should Contractor decided not to participate in the solicitation, they are to assist the new selected vendor with the transition per requests and at their present rates and fees.

#### 3. TERMINATION

A. Termination: This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of government funds or due to the Appropriations paragraph herein. This provision is not exclusive and does not waive the City's other legal rights and remedies caused by the Contractor's default/breach of this agreement.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

#### 4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commission, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### 5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City of Truth or Consequences and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of city vehicles, or

## **CONTRACT FOR SERVICES**

any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 6. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

#### 7. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

#### 8. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

#### 9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

#### 10. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

#### 11. CONFLICT OF INTEREST: GOVERNENTAL CONDUCT ACT

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

#### CONTRACT FOR SERVICES

- 2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(8) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and;
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978. the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.
- C. Contractor's representations and warranties in Paragraphs A and 8 of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement, or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- **D.** All terms defined in the Governmental Conduct Act have the same meaning in this Article 12 (B).

#### 12. AMENDMENT

Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

#### 13. MERGER

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such Agreements, covenants, and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **CONTRACT FOR SERVICES**

#### 14. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

#### 15. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal, state, and City laws, and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### 16. APPLICABLE LAW

In any action, suit, or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### 17. WORKERS COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

#### 18. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 19. DISCLAIMER AND HOLD HARMLESS

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sierra City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

#### CONTRACT FOR SERVICES

#### 20. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the by certified mail.

#### 21. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

#### 22. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### 23. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract

#### 24. APPROVAL OF CONTRACTOR PERSONNEL

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at anytime.

#### 25. SURVIVAL

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

#### CONTRACT FOR SERVICES

#### 26. SUCCESSION

This agreement shall extend to and be binding upon the successors and assigns of the parties.

#### 27. FORCE MAIEURE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 28. NOTICE TO PROCEED

It is expressly understood that this Agreement is not binding upon the City until it is executed by the City of Truth or Consequences City Commission after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

#### 29. ATTORNEY'S FEES

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

#### 30. COOPERATION

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

## 31. PATENT, COPYRIGHT, TRADEMARK AND TRADE SERCRET INDEMNIFICATION

- A. The contractor shall defend, at its own expense, the City against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, the City shall:
  - 1) give the contractor prompt written notice of any claim;
  - 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the contractor's opinion us likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
- 1) provide the procuring agency of the City the right to continue using the product or service;
  - 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as

## **CONTRACT FOR SERVICES**

to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

C. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12 (B).

#### 32. AMENDMENT

Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

#### **CONTRACT FOR SERVICES**

#### **NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

#### To The City of Truth or Consequences:

Renee Cantin, Interim City Manager 505 Sims Street Truth or Consequences, NM 87901 575-894-6673

#### To the Contractor:

Integrated Technologies Group, LLC 106 N. California Street Socorro, NM 87801 575-835-2743

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date listed below:

Renee Cantin, Interim City Manager	Joe Franklin, Partner
8/29/2018 Date	9/4/18/ Date
Attest:	
	Date



### Integrated Technologies Group, LLC 106 N. California St, PO Box 1082 Socorro, NM 87801

Ph: 575.835.2743 E-Mail: support@itechnm.com

## City of Truth or Consequences IT Support Services Agreement Proposal

Integrated Technologies Group, LLC proposes the following IT support agreement terms to the City of Truth or Consequences.

#### **Scope of Work**

Scope of work and services provided under this agreement consist of the following:

- Maintenance & Support of Network Infrastructure
  - Configuration and necessary updates of device firmware for existing network firewalls, switches, and other equipment necessary for network communications.
- Maintenance & Support of Servers and Backups
  - O Configuration, support and necessary updates for existing servers to provide core functions and data storage.
  - o Monitoring and configuration of existing backup solutions.
- End User Workstation Support
  - O Provide technical support for end user workstations and related software and peripherals
  - o Includes once per week onsite service, to provide in person technical support for end users and network equipment. Day and time will be scheduled with approval of City personnel.
  - Remote technical support available during normal business hours, 9am to 5pm, excluding national holidays. Remote support can be provided over the phone and via remote desktop access services.

Includes working with third party vendors for support and installation (Tyler, TDS, etc) but we do not warranty third party supplied equipment, services, and software such as those provided by the ISP or phone service vendors for bugs, OS compatibility, etc. The City is responsible for all third-party licensing and support fees from other vendors (Tyler, antivirus license, etc).

Support agreement does not include replacement parts/hardware, installation of new equipment, or major re-design or re-configuration of network infrastructure/servers, or large-scale software deployments. Such services will be quoted and, with approval, billed for parts and labor at the rate agreed below. Newly installed equipment (PCs, servers, etc) will be covered under this support agreement after installation.



## Integrated Technologies Group, LLC 106 N. California St, PO Box 1082 Socorro, NM 87801

Ph: 575.835.2743 E-Mail: support@itechnm.com

#### Compensation

The amount payable under this support agreement, excluding gross receipts tax, is \$55,000 annually, to be billed in equal monthly installments of \$4,583.33.

Services outside the scope of work for this agreement will be billed at our standard hourly labor rate of \$85/hour. All billable work outside the agreement will be approved before labor is performed. If additional onsite service is required or requested beyond the included once per week onsite visit, there will be a trip fee of \$163.54, with approval from authorized personnel.

If emergency services outside of normal business hours are required, authorized personnel may request emergency services via a provided phone number. Outside of hours emergency services will be charged \$170 per incident and an additional \$163.54 if onsite service is required.



File Name: CC Agenda 9-22-2021

## CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #: <u>G.8</u>

SUBJECT: Discussion Action – Authorizing Code Enforcement Officer Jamie Sweeney as designated representative to act on behalf of the City Manager and Designated Zoning Official for the enforcement of Municipal Code Property and Building Violations  DEPARTMENT: Assistant City Manager  DATE SUBMITTED: September 13, 2021  SUBMITTED BY: Traci Alvarez  WHO WILL PRESENT THE ITEM: Traci Alvarez
Summary/Background:
For the purpose of Municipal Code Property and Building Violations that require the Manager or his/her designated representative and/or specify it is the duty of the designated Zoning Administrator or his/her designee, to enforce various sections of the Municipal Code, staff wishes to designate Code Enforcement Officer Jamie Sweeney to act on their behalf.
Recommendation: Authorize Code Enforcement Officer Jamie Sweeney as designated representative to act on behalf of the City Manager and Designated Zoning Official for the enforcement of Municipal Code pertaining to property and building violations
Attachments:  • None
Fiscal Impact (Finance): N/A
Legal Review (City Attorney): N/A
Approved For Submittal By:   Department Director
Reviewed by: 🛮 City Clerk 🗀 Finance 🗀 Legal 🗀 Other: Click here to enter text.
Final Approval:   City Manager
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN  Resolution No Ordinance No Continued To: - Referred To: -  Denied Denied Other: -



File Name: CC Agenda 9-22-2021

#### TY OF TRUTH OR CONSEQUENCES

#### **AGENDA REQUEST FORM**

MEETING DATE: September 22, 2021

Agenda Item #: <u>G.9</u>

**SUBJECT:** MainStreet Truth or Consequences Foch Street Renovation Project **DEPARTMENT: Community Development** DATE SUBMITTED: Click here to enter a date **SUBMITTED BY:** Linda DeMarino WHO WILL PRES,176ENT THE ITEM: Linda DeMarino/Rooster Blackspur Summary/Background: MainStreet Truth or Consequences received a grant of \$1,000,000 of Capital Outlay funding for the Foch Street Renovation Project. As supplies costs increased, we no longer had enough funds to complete the project. MainStreet Truth or Consequences now has the opportunity to submit another capital outlay request for more funds for the project. NMMS has said they will use the Waterline Improvement project as matching funds. The City will be the fiscal agent for this grant along with the previous \$1,000,000 grant. The application will be for \$319,176. The match for this will be the waterline replacement grant the City received. Click here to enter text. Recommendation: Click here to enter text. Attachments: Click here to enter text. Click here to enter text. Fiscal Impact (Finance): Choose an item. Click here to enter text. Legal Review (City Attorney): Choose an item. Click here to enter text. **Approved For Submittal By:** □ Department Director **Reviewed by:** ⊠ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text. **Final Approval:** ⊠ City Manager CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN Resolution No. Click here to enter text. Ordinance No. Click here to enter text. Continued To: Click here to enter a date. Referred To: Click here to enter text. ☐ Approved ☐ Denied Other: Click here to enter text.