

CITY OF HOBBS  
SOLE SOURCE/EMERGENCY

TO: CPO  
FROM: Fire Department  
DATE: September 7, 2017

CHECK ONE: X SOLE SOURCE \_\_\_\_\_ EMERGENCY PURCHASE

ITEM(S)/SERVICE(S) TO BE PURCHASED:

Award To (If new vendor make sure address is on this form): \_\_\_\_\_

Siddons-Martin Emergency Group  
2725 N. Golder Ave.  
Odessa, TX 79764

Phone/Fax No. Office# (432) 231-4570

Point of Contact: Bryce Muller

COST: \$ 23,875.40

JUSTIFICATION FOR SOLE SOURCE OR EMERGENCY PURCHASE:

The justification for sole source purchase is to repair the electrical problems with the boom and the upper monitor controls of our 2005 Pierce Enforcer fire apparatus. The aerial will require OEM wiring harness and electronic swivel. Both of these replacement parts are only available from Pierce Manufacturing. The monitor on the waterway will require the replacement of the control module, which is being warranted by Siddons-Martin Emergency Group. Siddons-Martin is the only Pierce dealer within a six hour drive from our location, Odessa, TX being closest. I have obtained a quote from this location to submit for a purchase order.

Account No. 01-0220-42402 Prepared By: Mark Ray

Department Approval: *Boyer*

CPO: *Shelley Randall*

See back of form for further information.

*Finalized  
for  
1064  
9-13*

## City of Hobbs Sole Source Procurement Policy

**SOLE SOURCE:** If, after conducting a good-faith review of available sources, the using department or office make the determination that there is only one source for the required goods, services, or construction, then it is to submit a completed sole source approval form to Purchasing. If approved by the Purchasing Office, a sole-source procurement may be made in accordance with Sec. 13-1-126.

### New Mexico State Statutes 1978 - Annotated Chapter 13 Public Purchases and Property

Section 13-1-126: A contract may be awarded without competitive bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office make a determination, after conducting a good-faith review of available sources and consulting the using agency, that there is only one source for the required service, construction or item of tangible personal property. The state purchasing agent or a central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the state agency or a local public body. A contract for the purchase of research consultant services by institutions of higher learning constitutes a sole source procurement.

## City of Hobbs Emergency Procurement Policy

If the using department or office makes a determination that there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions, the appropriate officer in the purchasing office is to be contacted for verbal authorization. If so approved, the emergency procurement may be made as directed by said officer, but is to be limited to those items of the duty of the using department or office to document emergency purchase approval and maximize such competition as is practicable in the circumstances, and comply with section 13-1-127.

### New Mexico State Statutes 1978 - Annotated Chapter 13 Public Purchases and Property

#### 13-1-127 Emergency Procurements:

- A. The state purchasing agent, a central purchasing office or a designee of either may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurement shall be made with competition as is practicable under the circumstances. A written determination of the basis for the emergency procurement and for the selection of the particular contractor shall be submitted with requisition requesting payment of the related services, etc. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- B. An emergency condition is a situation which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
  - 1. the functioning of government;
  - 2. the preservation or protection of property; or
  - 3. the health or safety of any person



**Siddons-Martin Emergency Group**  
 2725 N. Golder  
 Odessa TX USA 79764  
 Phone #:(432) 231-4570  
 Fax #: (432) 231-4577

Estimate 2500706



Tag Number:

Date and Time In: 8/29/2017 - 10:04 AM

Date and Time Out: 8/29/2017 - 10:04 AM

Promised Date - Time: 8/29/2017 - 10:04 AM

Cashed Out Date:

**ESTIMATE**

Remit To: PO Box 610101 Dallas Tx, 75261-0101

Service Advisor: (A05A) Bryce Muller

Hobbs Fire Dept, City of  
 301 East White St.  
 Hobbs NM 88240

1003425

Work: (575) 397-9313 Email: mray@hobbsnm.org

Veh Info: 16405 05 PIERCE ENFORCER Ae  
 Serial Numbers: 4P1CE01A85A005106

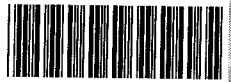
In-Srv:                      Miles/Hrs In:                      Out:                      Plate #:  
 Color Ex:                      Int:

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description				Qty Ret. Price Savings Selling Price Ext Discount Ext Price			
1	5A005106			Wholesale			\$9,720.00 \$0.00 \$9,720.00
ELECTRICAL PROMBLEMS							
CAUSE: AERIAL SWIVEL SHORTED OUT CAUSING ELECTRICAL PROBLEMS FROM REAR PANEL TO THE TIP OF BOOM. SWIVEL WILL NEED TO BE REMOVED AND INSTALL NEW SWIVEL WITH CORRECT PINS. ALSO FOUND THAT CONTINUITY IN THE INTERNAL WIRING HARNESS IS COMPROMISED. WIRING HARNESS NEEDS REPLACED. BOOM WILL NEED TO BE DISASSEMBLED TO CHECK TRACK, REMOVE WIRING, AND INSTALL NEW WIRING. DUE TO THE ELECTRICAL PROBLEMS THE AKRON PC BOARD WAS DAMAGED. DUE TO THE REPLACEMENT OF THE BOARD WITHIN THE LAST YEAR, THE BOARD WILL BE REPLACED FREE OF CHARGE.							
CS-FAB1-1870	SWIVEL,ELEC,WATER,HYD,28 COLL SKYBOOM			1.00	\$9,427.90	\$0.00	\$9,427.90 \$0.00 \$9,427.90
1288022	CABLE,ELEC 18/3 SHLD CHAINFLEX			75.00	\$18.84	\$0.00	\$18.84 \$0.00 \$1,413.00
1062818	CABLE,ELEC 12/5 CONTROL			75.00	\$20.57	\$0.00	\$20.57 \$0.00 \$1,542.75
1181800	CABLE,ELEC 20/12 CHAINFLEX CF9			75.00	\$20.29	\$0.00	\$20.29 \$0.00 \$1,521.75
33500021	PC BOARD, AKRON			1.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
<b>Parts Total:</b>					\$13,905.40		
				<b>Labor Total:</b>	\$9,720.00		<b>Job Total:</b> \$23,625.40



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Date and Time Out: 8/29/2017 - 10:04 AM

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Remit To: PO Box 610101 Dallas Tx, 75261-0101

Service Advisor: (A05A) Bryce Muller

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$13,905.40
Core Total:	\$0.00
Freight Total:	\$0.00
Sublet Total:	\$0.00
Labor Total:	\$9,720.00
- Labor Discount:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$250.00
Sub Total:	\$23,875.40
- Parts Discount:	\$0.00

Ext Price:	\$23,875.40
Sales Tax:	\$0.00
Total:	\$23,875.40
- Deductible:	\$0.00
- Deposits:	\$0.00
<b>Amount Due:</b>	<b>\$23,875.40</b>
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by: