CITY OF LAS VEGAS

1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
July 13, 2016–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **MAYOR'S APPOINTMENTS/REPORTS**

VII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

VIII. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**

IX. **CITY MANAGER'S INFORMATIONAL REPORT**

X. **PRESENTATIONS (Not to exceed 10 minutes per person)**

- Presentation by the Las Vegas/San Miguel Economic Development Corporation on FY 2015-16 deliverables (Contract #3085-15) and proposed 2016-17 deliverables.

XI. **DISCUSSION ITEMS**

1. Grant application through the Department of Justice for the Las Vegas Police Department.

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

Juan Montano, Police Chief The Las Vegas City Police Department is requesting approval to apply for funding in the amount of $11,537.00 to purchase equipment for police vehicles and funding towards a transport vehicle for San Miguel County Sheriff's Office.

2. Award request for bid #2017-01 for employee uniform – boot/work shoe to the low bidder.

   Maria Gilvarry, Interim Utilities Director The City of Las Vegas must issue a new request for bids for employee uniforms at the beginning of each fiscal year.

3. Award request for bid #2017-02 for employee uniform – trouser/coverall to the low bidder.

   Maria Gilvarry, Interim Utilities Director The City of Las Vegas must issue a new request for bids for employee uniforms at the beginning of each fiscal year.

4. Award request for bid #2017-03 for employee uniform – shirt-jacket to the low bidder.

   Maria Gilvarry, Interim Utilities Director The City of Las Vegas must issue a new request for bids for employee uniforms at the beginning of each fiscal year.

5. Award request for proposals #2016-27 for natural gas proving service to sole proposer Koons Gas Management.

   Maria Gilvarry, Interim Utilities Director Proving service entails verification that large commercial gas meters are within the tolerance zone to ensure accuracy for the customer and for the City. This RFP will allow us to hire a company to do the field proving on our commercial gas meters which is a requirement of the Pipeline Regulation Commission.

XII. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.

B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**

C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XIII. ADJOURN

ATTENTION PERSONS WITH DISABILITES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6-17-16 **DEPT: Community Development** **MEETING DATE: 7-13-16**

ITEM/TOPIC:
Presentation by the Las Vegas/San Miguel Economic Development Corporation on FY 2015-16 deliverables (Contract #3085-15) and proposed FY 2016-17 deliverables.

ACTION REQUESTED OF COUNCIL:
N/A

BACKGROUND/RATIONALE:
The Las Vegas San Miguel Economic Development Corporation (EDC) is designated as the advisory body for economic development, working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code, formally Ordinance No. 01-19, adopted by the governing body of the City of Las Vegas on January 9, 2002. The EDC promotes Las Vegas as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life Las Vegas offers.

STAFF RECOMMENDATION:
N/A

COMMITTEE RECOMMENDATION:
N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

Agreement / Contract
No. 3085-15
City of Las Vegas
Date

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND LAS VEGAS/SAN MIGUEL ECONOMIC DEVELOPMENT, INC.

This contract entered into this 1 day of August, 2015, and effective **July 1, 2015**, thru **June 30, 2016**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation exempt under Section 501(c)(6), hereinafter called the "Contractor."

WHEREAS, the Contractor is designated as the advisory body for economic development, working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code, formally Ordinance No. 01-19, adopted by the governing body of the City of Las Vegas on the 9th day of January 2002; and

WHEREAS, Contractor is organized as a New Mexico non-profit to promote Las Vegas and San Miguel County as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life. The Contractor is to implement the economic development goals established by the Las Vegas Comprehensive Master Plan via a collaborative effort between public and private sectors, working towards the following goals:

a) Stabilize and promote existing businesses
b) Encourage and promote new home grown business
c) Attract new targeted businesses to the area
d) Reduce community leakage
e) Improve the standard of living in Las Vegas
f) Be the gatekeeper and facilitate for new employers desiring to locate in Las Vegas
g) Reduce the level of unemployment and underemployment in Las Vegas
h) Improve the skills of the Las Vegas workforce and promote excellent customer service
i) Actively recruit compatible and complimentary employers to Las Vegas
j) Serve as a public-private partnership organization under the leadership of a community-wide board of directors
k) Develop and maintain a database of business assets, telecommunications capabilities, infrastructure and available properties for economic development
l) Collaborate with regional economic development initiatives, the national laboratories, the State Economic Development Office, and corporations organized under the laws of the State of New Mexico, and in general, carry on any lawful activity and perform any lawful act permitted by the State of New Mexico

WHEREAS, the City, acting through its governing body, the City Council, is desirous of continuing to join the efforts and activities of the Contractor to permit the Contractor to better serve the citizens of the City of Las Vegas in achieving the stated goals and mission of the Contractor, and

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of **$42,500** for the year to be paid to the Contractor under the terms and conditions of this Contract.

Initial: UAA
Date: 8/7/15

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

I. SCOPE OF WORK

1. Contractor shall continue to work toward attracting businesses for the DeeBibb Industrial Park and other locations, to include manufacturing businesses that utilize Las Vegas' natural resources, as well as existing business expansion opportunities.

   a. *Contractor shall report quarterly on the status of the project (See Section IV)*

2. Contractor shall work with the City Community Development Department and others to identify funding for roads and drainage at DeeBibb Industrial Park to provide a more stable infrastructure to support expansion and development.

   a. *Contractor shall report quarterly on the status of the project (See Section IV)*

3. Contractor, through its staff or designated principal, shall work with City IT personnel to create a web presence for economic development on the City's website. This site will provide links and critical demographic data about resources and amenities, as well as be a recruitment and contact page for key economic development resources.

   a. *Contractor shall report quarterly on the status of the project, or until completion of the project (See Section IV)*

4. Contractor shall respond to PROs (Professional Recruitment Opportunities) which are submitted by the State in a timely and informed manner targeting responses that will produce jobs that support area resources.

   a. *Contractor shall report quarterly on the status of this project (See Section IV)*

5. Contractor shall make application to various funding agencies to support economic development.

   a. *Contractor shall report quarterly on the status of the project (See Section IV)*

Initial: VHH
Date: 8/7/15

6. Contractor shall actively pursue partnerships with major firms (e.g. Intel, Google, HP) with the goal of creating an incentive program that will enhance telecommuting capabilities and remote tech support in Las Vegas. This includes reaching out to internet providers to stress the demand for infrastructure development in Las Vegas. In addition, Contractor shall partner with New Mexico Highlands University and Luna Community College to encourage the improvement of the technical requirements that will support the jobs of tomorrow (Utilize Bureau of Labor Statistics).

   a. *Contractor shall report quarterly on the status of the project (See Section IV)*

7. Contractor shall continue to pursue a Community Commercial Kitchen to provide opportunities for the development and distribution of goods supplied by local growers. Contractor will work in collaboration with the Tri-County Farmer's Market and other related agencies.

   a. *Contractor shall report quarterly on the status of the project (See Section IV)*

8. Contractor shall explore possible additions to and/or improvements of eco-tourism opportunities (e.g. Camping, Hot Springs, Hiking, Zip Lines, Fishing, Horseback Riding, Windsurfing, Paddle Boats/Canoes/Kayaks)

   a. *Contractor shall report quarterly on the status of the project (See Section IV)*

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and above stated economic development goals, as well as the goals of the City's Comprehensive Master Plan, through a collaborative effort between public and private sectors. With consideration to all aspects of the Scope of Work, Contractor will act as a "Brand Champion," promoting Las Vegas' brand *New Adventures Down Old Trails*.

III. EXECUTION OF RESPONSIBILITIES UNDER CHAPTER 33 OF THE CITY OF LAS VEGAS CODE (FORMERLY ORDINANCE NO. 01-19)

Contractor will review and make recommendations to the governing body on applications for assistance for economic development projects and will review business plans, make introductions and provide recommendations of new business proposals within the community, and will also comply with all provisions and requirements as set forth in Chapter 33 of the Code of Las Vegas.

IV. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work. The report shall include the status of the activities in the preceding quarter and will include the Contractor's best estimates as to jobs developed, jobs saved and jobs recruited. Contractor shall present the quarterly report to

Initial: _____
Date: 8/7/15

the governing body at the next available meeting following submission to the Community Development Department.

V. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **ten thousand six hundred and twenty five dollars ($10,625.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015**, to **September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for **$10,625.00** with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

VI. INSURANCE

Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

VII. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract. The Contractor and the City shall in like manner hold harmless the Contractor and its employees for acts or omissions of the Contractor and City or its employees, officers or agents.

VIII. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and /or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City. In addition, at such times and in such form as the City Council may require, Provider shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

Initial: _____
Date: 8/7/15

IX. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct, personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

X. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Provider's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

XI. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

XII. ASSIGNMENT

Contractor shall not assign any interest in this Contract excluding payments for services by the Contractor as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

XIII. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

XIV. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

XV. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

Initial: _____
Date: 8/7/15

XVI. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

XVII. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

XVIII. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

XIX. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

XX. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

XXI. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

Initial: _____
Date: 8/7/15

XXII. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978. as amended: it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

XXIII. TERM

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

XXIV. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

Initial: _____
Date: 8/7/15

PASSED, APPROVED AND ADOPTED this 7 day of August, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

Las Vegas/San Miguel Economic Development, Inc.

Initial: _____
Date: 8/7/15

LAS VEGAS SAN MIGUEL ECONOMIC DEVELOPMENT CORP.
FY 2016-17 CONTRACT PROPOSAL
SCOPE OF WORK

I. SCOPE OF WORK

1. Business Incubator Hub. Established a cooperative agreement with NMHU and EDC to promote and manage this facility. EDC will provide office space and assistance to businesses locating within the Hub.
    a. Attracting new business startups
    b. Mentoring and expansion of existing businesses
    c. Conducting Monthly Business Forums
    d. Weekly Business Coffee meetings to cross pollenate with other tenants and local businesses
    e. Provide cooperative space for other non-profits, if needed.

2. Workforce Development/Education. Work with Adult education, Workforce Connection and HelpNM to develop programs for job opportunities
    a. Coordinate Workforce Development Curriculums with Luna CC
    b. Provide space at the Incubator for classrooms and lectures
    c. Create new opportunities for workers in Cyber Security and IT fields

3. Dee Bibb Business Park
    a. Continue in our role as the manager for the industrial park
    b. Continue to seek businesses to locate within the park and city
    c. Oversight of the infrastructure improvements for drainage, roads and lighting
    d. Investigate into acquiring additional land and improve access

4. Community Food Venture Kitchen
    a. Establish and oversee management of the Commercial Food Venture Kitchen at LCC
    b. Create marketing to solicit users
    c. Establish relationships with other nearby kitchens and regional distribution networks.
    d. Help users to develop customers and marketing of their products

5. Wood Business Park. EDC is the property manager and developer of the Wood Business Park
    a. Build upon our success of attracting Old Wood, LLC to the Park and help to expand job opportunities for our community
    b. Seek additional businesses to locate/develop/expand in the Park
    c. Continue working to implement improvements to the park including a LEDA application for an additional 10K square foot building, and building upgrades.

6. Collaboration, Local and Regional. EDC is an active member of the following organizations to promote ideas and unity, prevent duplication of effort, and provide strength through numbers.
    a. Local: Independent Business Alliance, Chamber of Commerce
    b. County: San Miguel County Leadership Collaborative
    c. Regional: North Central NM Economic Development District (NCNMEDD), NE Economic Development Organization (NEEDO), Interim Jobs Council (Legislative Committee) working with contractor representing San Miguel County, NMIdea, Rural Economic Development Council.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/23/16 **DEPT:** Police **MEETING DATE:** 07/13/16

DISCUSSION ITEM/TOPIC: ***Grant application through the Department of Justice for the Las Vegas Police Department.***

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of $11,537.00 to purchase equipment for police vehicles and funding towards a transport vehicle for San Miguel County Sheriff's Office.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

CHIEF JUAN F. MONTAÑO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Edward Byrne Memorial Justice Assistance Grant

JAG Formula Program: Local Solicitation

CFDA #16.738

Program Narrative

Summary

The Las Vegas City Police Department is applying for the 2016 Justice Assistance Grant through the US Department of Justice. We are requesting the amount of $11537.00.

The City of Las Vegas is the largest community within San Miguel County. The Police Department seeks funding to equip police units with LED light bars, sirens and dash lights.

Officers are often the first responders to traffic accidents and offense incidents and need reliable vehicles in order to provide a timely response to these situations. It is the goal of the Las Vegas Police Department to ensure our officers have dependable reliable vehicles that ensure officer safety when dealing with emergency situations within our community. One way is to ensure officers are properly outfitted with equipment designed to effectively respond to these situations.

The Las Vegas City Police Department realizes the foremost concern is the protection of huma ı life and welfare but to proceed effectively, the officer himself needs to have a reliable vehicle to ensure he can reach the crash or incident scene.

The Las Vegas City Police Department will utilize the funds to provide equipment to properly outfit our police vehicles with sirens and light bars to respond to instances in a safe manner.

The Las Vegas City Police Department will be the fiscal agent for the grant funds. We employee a full time Grants Administrator who will be responsible for the distribution of funds, monitoring the award and submitting the required reports through the Grants Management System.

The San Miguel County Sheriff's Office proposes to utilize their funding towards a purchase of an inmate transport vehicle for their deputies.

The Las Vegas City Police Department recognizes the disparity with San Miguel County Sheriff's Office. Both agencies have worked together with prior JAG funding and will continue to work closely under this grant to ensure compliance.

CITY CLERK RESOLUTION NO.

STATE OF NEW MEXICO KNOW BY ALL THESE PRESENT

COUNTY OF SAN MIGUEL

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO

AND THE COUNTY OF SAN MIGUEL, NEW MEXICO

2016 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement made and entered into this 20th day of July, 2016 by and between the County of San Miguel, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County" and the City of Las Vegas, acting by and through its governing body, the City Council, hereinafter referred to as "City", both of San Miguel County, State of New Mexico, witnesseth:

WHEREAS, this Agreement is made under the authority of 11-1-1 to 11-1-7, NMSA, 1978; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City and County believe it to be in their best interest to reallocate the JAG funds.

NOW, THEREFORE, the City and County agree as follows:

Section 1: City agrees to pay County a total of $5768.50 of JAG funds.

Section 2: County agrees to use $5768.50 for the JAG Program before September 30, 2017 towards the purchase of a transport vehicle.

Section 3: Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

Section 4: Each party to the Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6: By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF JULY 2016.

City of Las Vegas:

_____
Tonita Gurule-Giron, Mayor

_____
Richard Trujillo, City Manager

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/01/2016 **DEPT: Utilities Dept.** **MEETING DATE: 07/13/2016**

DISCUSSION ITEM/TOPIC: Award request for bid #2017-01 for employee uniform – boot-workshoe to the low bidder.

BACKGROUND/RATIONALE: The City of Las Vegas must issue a new request for bids for employee uniforms at the beginning of each fiscal year.

Advertised:	06/19 & 22/2016; Albuquerque Journal, Las Vegas Optic, City Website
Bid Opening:	July 6, 2016
Number of Bidders:	TBD
Lowest Bidder:	TBD
Amount:	TBD
Budget Line Item:	Varies per department.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 6-Jul-2016

TIME: 2:00PM

OPENING NO.: 2017-01

DEPARTMENT: UTILITIES

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): EMPLOYEE UNIFORM / BOOTS-WORKSHOES

	RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Rapula Inc.	125.00		✓	✓
2					
3					
4					
5					
6					

	COMPANY REPRESENTATIVE	COMPANY NAME
1	[illegible]	
2	[illegible]	
3	[illegible]	
4	[illegible]	
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(use other side of form when full)

ORIGINALS TAKEN BY: [illegible]
DATE: 7-6-16

COPIES TAKEN BY: [illegible]
DATE: 7-6-16

OPENED BY: FINANCE DEPARTMENT
[illegible]
DATE: 7-6-16

Bid- 2017-01

	DESCRIPTION Employee Uniform/ Work Shoes	Popular Dry Goods
1.	**Men & Women Lace Up** *Justin* *Tony Lama* *Timberland* *Carhartt* *Georgia* *Catapillar* *Wolverine* *Reeboks* *Rocky* *Ariat*	$125.00
2.	**Men & Women Pull Up** *Justin* *Tony Lama* *Timberland* *Carhartt* *Georgia* *Catapillar* *Wolverine* *Reeboks* *Rocky* *Ariat*	$125.00

RECEIVED
JUL - 6 2016
CITY OF LAS VEGAS
PURCHASING DEPT.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., July 6 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

EMPLOYEE UNIFORM / BOOT - WORKSHOE

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. Grand Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **EMPLOYEE UNIFORM / WORK SHOES**, Opening No. 2017-01 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Ann M. Gallegos, Finance Director

June Tafoya-Cordova, Purchasing Officer

Opening No. 2017-01

Date Issued: June 15 2016

Date Issued: Published:

Las Vegas Optic June 19 + 22, 2016
Albuquerque Publishing June 19 + 22, 2016
www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: POPULAR DRY GOODS

AUTHORIZED AGENT: DENNIS LUJAN / BRENDA MANNING

ADDRESS: 119 BRIDGE STREET, LAS VEGAS, NM 87701

TELEPHONE NUMBER 505 425-7272

FAX NUMBER 505 425-7272 (CALL FIRST)

DELIVERY: MOST IN STOCK / 10 WORKING DAYS IF ORDERED, IF BACKORDER IS TO EXCEED YOUR 30 DAY REQUIREMENT,

STATE PURCHASING RESIDENT CERTIFICATION NO.: EMPLOYEE MUST MAKE ANOTHER SELECTION,

NEW MEXICO CONTRACTORS LICENSE NO.: (NOT LIABLE FOR BACKORDER

BID ITEM (S): **Employee Uniform / Work Shoe**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel }

I Dennis Lujan, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Dennis Lujan
Signature

Subscribed and sworn to before me, this 12 day of July, 2016.

(SEAL) OFFICIAL SEAL
Yolanda A. Valasquez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5/18/2017

Yolanda A. Valasquez
Notary Public Signature
My Commission Expires: 5/18/2017

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before July 6, 2016 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for July, 2016. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and two (2) copies of Bid.*

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or Interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final Inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0326-697

SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-111954-00-9

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

CITY OF LAS VEGAS UNIFORM

The City of Las Vegas is requesting sealed bids for its employee uniform.

BID ITEM	DESCRIPTION	PRICE PER ITEM WOMEN	PRICE PER ITEM MEN
1. **BOOTS**			
A. Lace up		$ 125.00	$ 125.00
B. Pull up		$ 125.00	$ 125.00

*NOTE - ATTACHED LIST OF BRANDS

POPULAR DRY GOODS
119 BRIDGE STREET
LAS VEGAS, NM 87701
(505)425-7272

BID #2017-01 WORK SHOES
ATTACHED LIST OF BRANDS
*NOTED (ALL MERCHANDISE INCLUDED IN THIS LIST ARE OF 1ST QUALITY, NO 2ND QUALITY (SM DEFECTS) OR IRREGULARS.

BOOTS- UP TO 175.00 REG PRICE YOUR PRICE $125.00
ALL STYLES THAT MEET OR EXCEED SPECIFICATIONS. LACE-UPS AND PULL-UPS IN MENS AND WOMENS STYLES.

JUSTIN
TONY LAMA
TIMBERLAND
CARHARTT
GEORGIA
CATAPILLAR
WOLVERINE
REEBOKS
ROCKY
ARIAT

SPECIFICATIONS:

BOOTS/FOOT WEAR: Boots/Foot Wear to be top quality soft glove leather, or a smooth leather and Cordura mixture or equal. Sole needs to be oil resistant lightweight polyurethane outsole. Cambrelle vamp lining or equal. Poly foot insole should be removable. Boots/Foot Wear to be safety toe and meet OSHA standards. Boots/Foot Wear to be either laced or slip on. Color to be brown or black. (Include women's sizes).

NOTE:

1. Prices to remain firm for a period of two (2) year after date of bid award.
2. Successful bidder to be available to size and fit employees
3. Successful bidder must guarantee uniforms within a reasonable time frame **(waiting period shall not exceed one (1) month)**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Dennis Lujan July 6, 2016

Signature Date

_____

Title (Position)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/01/2016 **DEPT: Utilities Dept.** **MEETING DATE: 07/13/2016**

DISCUSSION ITEM/TOPIC: Award request for bid #2017-02 for employee uniform – trouser-coverall to the low bidder.

BACKGROUND/RATIONALE: The City of Las Vegas must issue a new request for bids for employee uniforms at the beginning of each fiscal year.

Advertised:	06/19 & 22/2016; Albuquerque Journal, Las Vegas Optic, City Website
Bid Opening:	July 6, 2016
Number of Bidders:	TBD
Lowest Bidder:	TBD
Amount:	TBD
Budget Line Item:	Varies per department.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 6-Jul-2016

TIME: 2:15PM

OPENING NO.: 2017-02

DEPARTMENT: UTILITIES

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): EMPLOYEE UNIFORM / TROUSER-COVERALL

	RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Popular Dry Goods			✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
[illegible]	CLV
Dennika [illegible]	CLV
Brenda [illegible]	
Mary Jean Lujan	

(use other side of form when full)

ORIGINAL TAKEN BY: [illegible]
DATE: 7-6-16

COPIES TAKEN BY: Dennika [illegible]
DATE: 7-6-16

OPENED BY: FINANCE DEPARTMENT
[illegible]
DATE: 7-06-16

Bid- 2017-02

	DESCRIPTION Employee Uniform/ Trousers and Coveralls	Popular Dry Goods
1.	**Men's Styles Levi's Trousers** *517 Boot cut* *550 Relaxed Fit Tapered Leg* *501 Pre-Washed Orig. Straight Leg* *569 Loose Fit Straight Leg* *505 Pre-Washed Org. Straight Leg Zipper*	$39.00
2.	**Women's Styles Levi's Trousers** *518 Boot Cut* *512 Straight or Boot Cut* *515 Straight or Boot Cut* *501 Org. Straight Leg* *535 Skinny*	$39.00
3.	**Men's Styles Carhartt Double Knee** *B01 Double FRNT Dungaree (Blk/BRN Only)* *B73 Double FRNT Dungaree (Denim)*	$42.00
4.	**Women's Styles Carhartt Double Knee** *102323 Double FRNT Dungaree (Blk/Brn Only)* *100649 Orig. Fit Jean (Denim)*	$42.00
5.	**Men's Styles Wrangler Trousers** *936 PDW Slim Fit* *13MWZPW Orig. Fit* *31MWZDN Relaxed Fit* *3W010AI Work Fit* *3W050AI Work Fit* *3W040AI Work Fit*	$28.00
6.	**Women's Styles Wrangle Trousers** *14MWZG Slim Fit* *18MWZSW Org. Fit* *WB101AD Work Fit* *WRW83RS Work Fit*	$28.00
7.	**Men's Style Coveralls** *Key 975 Blk/ Brn Coverall* *Berne 1417 Blk/ Dkbrn Coverall*	$78.00
8.	**Women's Style Overalls** *Berne WB515 Blk/Dkbrn*	$70.00
9.	**Men's Style Bibs** *Key 275 Bib Blk/Brn* *Berne B213 Bib Blk/Dkbrn*	$70.00
10.	**Men's Styles Light Weight Coverall** *Key Light Weight 995 Nvy W/Zipper*	$42.00

RECEIVED
JUL - 6 2016
CITY OF LAS VEGAS
PURCHASING DEPT.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:15 p.m., July 19, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

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Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. Grand Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: EMPLOYEE UNIFORM TROUSER-COVERALL | Opening No. 2017-02 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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CITY OF LAS VEGAS,

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Ann M. Gallegos, Finance Director

June Tafoya-Cordova, Purchasing Officer

Opening No. 2017-02

Date Issued: June 15, 2016

Date Issued: Published:

Las Vegas Optic June 19 & 22, 2016
Albuquerque Publishing June 19 & 22 2016
www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: POPULAR DRY GOODS

AUTHORIZED AGENT: DENNIS LUJAN / BRENDA MANNING

ADDRESS: 119 BRIDGE STREET, LAS VEGAS, NM 87701

TELEPHONE NUMBER (505) 425-7272

FAX NUMBER (505) 425-7272 (CALL FIRST)

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NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): **Employee Uniform / Trouser / Coverall**

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Dennis Lujan
Signature

Subscribed and sworn to before me, this 12 day of July, 2016.

OFFICIAL SEAL
Yolanda A. Velasquez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5/18/2018

(SEAL)

Yolanda A. Velasquez
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The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

CITY OF LAS VEGAS UNIFORM

The City of Las Vegas is requesting sealed bids for its employee uniform.

BID ITEM	DESCRIPTION	PRICE PER ITEM WOMEN	PRICE PER ITEM MEN
1.	**TROUSERS**		
	A. Levi 517 or Equal (518 LADIES)	$ 39.00	$ 39.00
	B. Levi 550 or Equal (512/515 LADIES)	$ 39.00	$ 39.00
	C. Levi 501 or Equal (501 LADIES)	$ 39.00	$ 39.00
	D. Carhartt Double Knee or Equal	$ 42.00	$ 42.00
	E. Wrangler 936 DEN or Equal	$ 28.00	$ 28.00
	F. Wrangler 31 MWZDN or Equal	$ 28.00	$ 28.00
2.	**COVERALLS**		
	A. Bib	$ 70.00	$ 70.00
	B. Full Overalls	$ 78.00	$ 78.00
	C. Coveralls (lightweight)	$ N/A	$ 42.00

(ATTACHED LIST OF STYLES)

POPULAR DRY GOODS
119 BRIDGE STREET
LAS VEGAS. NM 87701
(505)425-7272

BID #2017-02 TROUSERS AND COVERALLS
ATTACHED LIST OF STYLES
* NOTED (ALL MERCHANDISE INCLUDED IN THIS LIST ARE OF 1ST QUALITY, NO 2ND QUALITY (SM DEFECTS) OR IRREGULARS.)

LEVI'S BRAND- AS REQUESTED (100% MEETS SPECIFICATIONS)

MENS STYLES: $39.00
517 BOOTCUT
550 RELAXED FIT TAPERED LEG
501 PRE-WASHED ORIG STRAIGHT LEG
(ADDITIONAL STYLES)
569 LOOSE FIT STRAIGHT LEG
505 PRE-WASHED ORIG STRAIGHT LEG ZIPPER

WOMENS STYLES: $39.00
518 BOOTCUT
512 STRAIGHT OR BOOTCUT
515 STRAIGHT OR BOOTCUT
501 ORIG STRAIGHT LEG
(ADDITIONAL STYLE)
535 SKINNY

WRANGLER BRAND- AS REQUESTED (100% MEETS SPECIFICATIONS)

MENS STYLES: 28.00
936PWD SLIM FIT
13MWZPW ORIG FIT
31MWZDN RELAXED FIT
(ADDITIONAL STYLES)
3W010AI WORK FIT
3W050AI WORK FIT
3W040AI WORKFIT

WOMENS STYLES: $28.00
14MWZG SLIM FIT
18MWZSW ORIG FIT
(ADDITIONAL STYLES)
WB101AD WORK FIT
WRW83RS WORK FIT

POPULAR DRY GOODS
119 BRIDGE STREET
LAS VEGAS, NM 87701
(505)425-7272

BID #2017-02 TROUSERS AND COVERALLS
CONTINUATION OF ATTACHED LIST

CARHARTT- AS REQUESTED (100% MEETS SPECIFICATIONS)

MENS STYLES: $42.00
BO1 DOUBLE FRNT DUNGAREE (BLK/BRN ONLY)
(ADDITIONAL STYLE)
B73 DOUBLE FRNT DUNGAREE (DENIM)

WOMENS STYLES: $42.00
102323 DOUBLE FRNT DUNGAREE (BLK/DKBRN ONLY)
100649 ORIG FIT JEAN (DENIM)

COVERALLS AND BIB OVERALLS- 100% MEETS SPECIFICATIONS

MENS STYLES: $78.00
KEY 975 BLK/BRN COVERALL
BERNE I417 BLK/DKBRN COVERALL

MENS STYLES BIBS: $70.00
KEY 275 BIB BLK/BRN
BERNE B213 BIB BLK/DKBRN

MENS STYLE: 42.00 LIGHT WEIGHT COVERALL
KEY LIGHT WEIGHT 995 NVY W/ZIPPER

WOMENS BIB OVERALL: 70.00
BERNE WB515 BLK/DKIBRN

SPECIFICATIONS:

TROUSERS: 100% rugged cotton, stonewashed, preshrunk, heavyweight denim, zipper or button fly. Color to be denim blue or dark color (to include women and petite sizes).

COVERALLS: Insulated/lightweight with 4 or more oz. of polyester fiberfill, quilted to a nylon tricot lining. Coveralls intended for use over work clothes. Coveralls should have side leg zippers, two pockets with direct access to trousers and to be either Bib or Full overalls. (Include women's and petite sizes).

NOTE:

1. Prices to remain firm for a period of two (2) year after date of bid award.
2. Successful bidder to be available to size and fit employees
3. Successful bidder must guarantee uniforms within a reasonable time frame **(waiting period shall not exceed one (1) month)**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Yvonne Ley JULY 6, 2016

Signature Date

_____

Title (Position)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/01/2016 **DEPT: Utilities Dept.** **MEETING DATE: 07/13/2016**

DISCUSSION ITEM/TOPIC: Award request for bid #2017-03 for employee uniform – shirt-jacket to the low bidder.

BACKGROUND/RATIONALE: The City of Las Vegas must issue a new request for bids for employee uniforms at the beginning of each fiscal year.

Advertised:	06/19 & 22/2016; Albuquerque Journal, Las Vegas Optic, City Website
Bid Opening:	July 6, 2016
Number of Bidders:	TBD
Lowest Bidder:	TBD
Amount:	TBD
Budget Line Item:	Varies per department.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

		Popular Dry Goods 2016 Men/Women			Rowan Enterprises 2016 Men/Women			
	Item							
Bid # 2017-2	Pant	5	$ 42.00	$ 210.00				
	Bib/Overall							
	Bib		$ 70.00	$ -				
	Full Overalls	1	$ 78.00	$ 78.00				
	Overalls Light		$ 42.00					
Bid # 2017-3	Shirts							
	Snap or Bottom	5	$ 32.00	$ 160.00	5	$ 45.00	$ 225.00	
	Polo Shirt		$ 24.00			$ 18.00	$ -	
	T-Shirts							
	Dickies Tee Shirt	5	$ 15.00	$ 75.00	5	$ 10.00	$ 50.00	
	Jackets							
	Winter Jacket	1	$ 85.00	$ 85.00	1	$ 85.00	$ 85.00	
	Light Weight Jacket		$ 68.00			$ 68.00	$ -	
				$ 320.00			$ 360.00	Cost for bided Items
Bid # 2017-1	Work Shoes/Boots							
	Work Shoes/Boots	1	$ 125.00	$ 125.00				
			Total Cost	$ 733.00			$ 773.00	Total cost adding other

Note; Brakedown is calulated with the hight cost item

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 6-Jul-2016

TIME: 2:30PM

OPENING NO.: 2017-03

DEPARTMENT: UTILITIES

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): EMPLOYEE UNIFORM / SHIRT-JACKET

	RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Popular Dry Goods			✓	✓
2	Rowan Apparel			✓	✓
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
[illegible]	CLV
Jennifer [illegible]	CLV
Brenda Manning	
Mary Jean Lujan	

(use other side of form when full)

ORIGINALS TAKEN BY: [signature]
DATE: 7-6-16

COPIES TAKEN BY: [signature]
DATE: 7-6-16

OPENED BY: FINANCE DEPARTMENT
[signature]
DATE: 07-06-16

	Popular Dry Goods Bid # 2017-03		Rowan Enterprises LLC dba Rowan Apparel Bid # 2017-03	
Item	**Women**	**Men**	**Women**	**Men**
Shirts with Embroidery				
Snap or Bottom Work Shirt	$ 32.00	$ 32.00	$45.00/$35.00	$45.00/$35.00
Polo Shirt	$ 24.00	$ 24.00	$ 18.00	$ 18.00
T-Shirts				
	$ 15.00	$ 15.00	$ 10.00	$ 10.00
Jacket Winter				
	$85.00/$70.00	$85.00/$70.00	$85.00/$67.00	$85.00/$67.00
Jacket - Light	$ 68.00	$ 68.00	$ 42.00	$ 42.00

Note: Will bring product to size employee

Note: Prices reflect different brands names

RECEIVED
JUL - 6 2016
CITY OF LAS VEGAS
PURCHASING DEPT.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m. July 6, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING: Copy

EMPLOYEE UNIFORM / SHIRT - JACKET

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: **1700 N. Grand, Las Vegas, NM 87701**

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : **1700 N. Grand Las Vegas, NM 87701**

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **EMPLOYEE UNIFORM** SHIRT-JACKET Opening No. 2017-03 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Ann M. Gallegos, Finance Director

June Tafoya-Cordova, Purchasing Officer

Opening No. 2017-03

Date Issued: June 15, 2016

Date Issued: Published:

Las Vegas Optic June 19+22, 2016
Albuquerque Publishing June 19+22 2016
www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: Rowan Enterprises LLC dba Rowan Apparel

AUTHORIZED AGENT: LaVista Rowan

ADDRESS: 7400 Montgomery Blvd. NE #

TELEPHONE NUMBER (505) 344-9939

FAX NUMBER (505) 344-9939

DELIVERY: As needed

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **Employee Uniform / Shirt / Jacket**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Bernalillo }

I LaVista Rowan, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

LaVista Rowan
Signature

Subscribed and sworn to before me this 25th day of June, 2016.

OFFICIAL SEAL
Cheryl L. Nogues
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4-6-19

Cheryl L Nogues
Notary Public Signature
My Commission Expires: 4-6-19

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before July 12, 2016 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for July, 2016. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and two (2) copies of Bid.*

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 46-1318493

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-255919004

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

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CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

CITY OF LAS VEGAS UNIFORM

The City of Las Vegas is requesting sealed bids for its employee uniform.

BID ITEM	DESCRIPTION	PRICE PER ITEM WOMEN	PRICE PER ITEM MEN
1.	**SHIRTS**	A / B	A / B
	A. Snaps or Buttons Work Shirts/Denim	$46.00 / $35.00	$45.00 / $35.00
	B. Polo Shirts Long/Short Sleeves or Equal	$	$
	C. Tee Shirt/Undershirt Short Sleeves	$18.00	$18.00
		$10.00	$10.00
2.	**JACKET**	A / B	A / B
	A. Winter	85.00 / 67.00	85.00 / 67.00
	B. Light Weight Jacket	$	$
		$42.00	$42.00

SPECIFICATIONS:

SHIRT: Shirts to be 100% cotton. Indigo Vertical Dobby, buttons/snaps, long or short sleeves, with button down collar. Straight back yoke with center box pleat and three buttons adjustable cuff and should be pre-washed for comfort, colors to be in, black or navy blue. Shirt should have left front chest pocket with button closure. To include employees name embroidered over left side pocket and "City of Las Vegas" embroidered on the right. Embroidery to be in gold colored thread on dark colored shirts. (Include women's and petite sizes).

POLO SHIRTS: Polo shirts are to be 5.7 oz. 100% cotton. Colors to be in navy blue or black. **Embroidery:** To include employees name on the left side and "City of Las Vegas" on the right, in gold colored thread on dark colored shirts. (Include women's and petite sizes).

TSHIRT/UNDERSHIRT: Colors to be in navy blue or black, pocket, 6.5 oz., pre-shrunk 100% cotton, double-needle stitched neckline, bottom hem and sleeves, Quarter-turned, Seven-eighths inch seamless collar, Shoulder-to-shoulder taping, no embroidery on under shirts (t-shirts)

JACKET: Jacket to waist length. It needs to be heavyweight 12oz. 100% cotton. Jacket should be water repellent, wind and rip resistant. Jacket should be lined with black brushed tricot quilted to form inner lining, zipper front hand warmer pockets. Jacket should be available with or without drawstring hood. Jacket to be available in colors: dark brown and black. (Include women's and petite sizes).

LIGHT WEIGHT JACKET: Jacket to waist length. It needs to be water proof shell jacket with mesh lining features a vented back for breathability, zipper front. Jacket should be available with or without drawstring hood. Jacket to be available in colors: Dark brown and black. (Include women's and petite sizes).

NOTE:

1. Prices to remain firm for a period of two (2) year after date of bid award.
2. Embroidery shall be in gold colored thread on dark colored shirts and include First and Last Name on the left, "City of Las Vegas" on the right, no embroidery on under shirts (t-shirts)
3. Successful bidder to be available to size and fit employees
4. Successful bidder must guarantee uniforms within a reasonable time frame **(waiting period shall not exceed one (1) month)**

Shirts:

Option A: North End Wrinkle Free Two Ply 80's Cotton Taped Stripe Jacquard Shirt – $45.00

- 4.3 oz. 100% two ply 80's combed cotton striped jacquard with wrinkle free finish
- Deluxe construction with taped seams fused with reinforcement tape
- Hidden button down collar
- Tailored adjustable cuffs
- Clean finished hem with side gussets
- Available in Black and cool blue(shown)

ROWANAPPAREL

Option B: Align Wrinkle Resistant Cotton Blend Dobby Vertical Striped Shirt -$35.00

- 3.4 oz. 60% cotton, 40% Polyester yarn dyed dobby stripe with wrinkle resistant performance
- Multi-color yarn dyed dobby stripe
- Hidden button down collar
- Double needle flat felled side and underarm seams
- Adjustable cuffs
- Available in Black, Deep blue (shown), Light blue

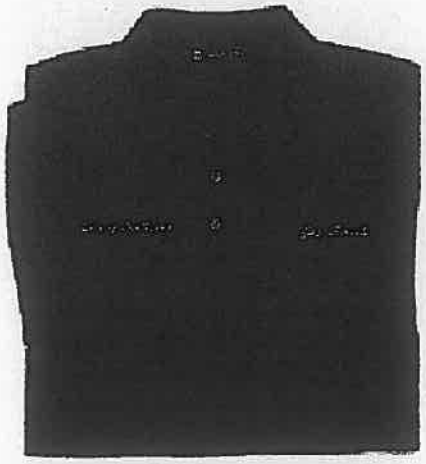
Polos shirts:

Mens: Harrington mens 5.6 oz. Easy Blend Polo $18.00

- 65% Polyester, 35% Cotton Pique
- Wrinkle Resistant
- Special poly/cotton blend creates soft silky hand and helps reduce shrinkage
- Flat-knit collar and cuffs
- Hemmed bottom with side vents
- Three button placket
- Set in sleeves
- Side Seamed
- Available in Navy and Black

Ladies: Harrington Ladies 5.6 easy Blend Polo $18.00

- 65% Polyester, 35% Cotton Pique
- Wrinkle resistant
- Special poly/cotton blend creates soft silky hand and helps reduce shrinkage
- Flat-knit collar and cuffs
- Hemmed bottom with side vents
- Side Seamed
- Three button placket
- Set in sleeves
- Softly shaped for more flattering feminine fit



RA
ROWANAPPAREL

T-shirts: Dickies Heavy weight work Tee Style: WS450 $10.00

- 100% Cotton
- Oversized Fit
- Built for work
- Tag less back neck
- Taped neck and shoulder seams
- Left chest pocket with pencil division
- Available in Navy and Black

Jacket Option 1:

Carhartt J002 Duck Detroit jacket/ Arctic Quilt Lined $85.00

- 12 oz., Firm hand 100% ring spun cotton duck
- Nylon lining quilted to artic weight polyester insulation; Two inside pockets
- Bras center front zipper plus storm flap with hook and loop closure
- Inner sleeve, rib knit storm cuffs
- Corduroy trimmed collar with under collar snaps for optional A02 or A217 hood
- Available in Black and Carhartt Brown

ROWANAPPAREL

Jacket Option 2:

Carhartt J001 Duck Detroit Jacket/Blanket-Lined: $67.00

- 12oz, firm-hand 100% ring spun cotton duck
- Blanket lining in body, Quilted nylon lining in sleeves; inside pocket
- Snap Adjustable cuffs and waist
- Corduroy trimmed collar with under collar snaps for optional A02 or A217 hood
- Available in Black and Carhartt Brown

RA
ROWANAPPAREL

Light weight Jacket: Tri Mountain Helios Jacket $42.00

- Shell is windproof/water resistant polyester reverse dobby
- Liner is polyester mesh
- Hood easily concealed in the collar.
- Half elastic cuffs
- Draw cord bottom hem proved tailored fit
- Zippered pockets and inner right media pocket
- Available colors: Black, British Tan, Sand

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Lavista F Rowan _____ June 25, 2014
Signature Date

Manager
Title (Position)

Copy

RECEIVED
JUL - 6 2016
CITY OF LAS VEGAS
PURCHASING DEPT

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m. July 12, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

EMPLOYEE UNIFORM / SHIRT - JACKET

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. Grand Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **EMPLOYEE UNIFORM** SHIRT-JACKET Opening No. 2017-03 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Ann M. Gallegos, Finance Director

June Tafoya-Cordova, Purchasing Officer

Opening No. 2017-03

Date Issued: June 15, 2016

Date Issued: Published:

Las Vegas Optic June 19+22, 2016
Albuquerque Publishing June 19+22, 2016
www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: POPULAR DRY GOODS

AUTHORIZED AGENT: DENNIS LUJAN / BRENDA MANNING

ADDRESS: 119 BRIDGE STREET, LAS VEGAS, NM 87701

TELEPHONE NUMBER (505) 425-7272

FAX NUMBER (505) 425-7272 (CALL FIRST)

DELIVERY: MOST IN STOCK, 10 WORKING DAYS IF ORDERED, NOT LIA
FOR BACKORDERS, IF IT EXCEEDS YOUR 30 DAY REQUIREMENT EMPLOYEE MUST MAKE ANOTHER AVAILABLE SELECTION. EMBROIDERE
MUST ALSO BE GIVEN A REASONA TIME-FRAME TO COMPLETE ORDE

STATE PURCHASING RESIDENT CERTIFICATION NO.:

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): **Employee Uniform / Shirt / Jacket**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel }

I Dennis Lujan, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Dennis Lujan
Signature

Subscribed and sworn to before me, this 6 day of July, 2016.

Yolanda A. Velasquez
Notary Public Signature

My Commission Expires: 5/18/2018

SEAL
OFFICIAL SEAL
Yolanda A. Velasquez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5/18/2018

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before July 1e, 2016 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for July, 2016. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and two (2) copies of Bid.*

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0326-697

SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-111954-00-9

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

CITY OF LAS VEGAS UNIFORM

The City of Las Vegas is requesting sealed bids for its employee uniform.

BID ITEM	DESCRIPTION	PRICE PER ITEM WOMEN	PRICE PER ITEM MEN
1.	**SHIRTS**		
	A. Snaps or Buttons Work Shirts/Denim	$_____	$_____
	B. Polo Shirts Long/Short Sleeves or Equal	$_____	$_____
	C. Tee Shirt/Undershirt Short Sleeves	$_____	$_____
2.	**JACKET**		
	A. Winter	$_____	$_____
	B. Light Weight Jacket	$_____	$_____

* NOTE: ATTACHED LISTING OF PRODUCT AND PRICES

POPULAR DRY GOODS
119 BRIDGE STREET
LAS VEGAS, NM 87701
(505)425-7272

BID# 2017-03 SHIRT- JACKET
ATTACHED LIST OF STYLES
*NOTED (ALL MERCHANDISE INCLUDED IN THIS LIST ARE OF 1ST QUALITY, NO 2ND QUALITY (SM DEFECTS) OR IRREGULARS.)

POLO SHIRTS W/ EMBROIDERY

GILDEN POLO (100% MEETS SPECIFICATIONS) BLK/NVY MENS AND WOMENS $24.00
CARHARTT POLO K570 (MEETS MOST SPECIFICATIONS) BLK/NVY MENS $30.00

SHIRTS W/ ENBROIDERY $32.00

MENS STYLES
KEY 541.45 LS DENIM SNAP
KEY 542.45 LS DENIM BUTTON
KEY 507.45 SS DENIM BUTTON
KEY 5007.45 SS DENIM SNAP
WRANGLER 3W501NV LS BUTTON
WRANGLER 3W501BK LS BUTTON
CARHARTT TWILL S223 BUTTON
CARHARTT TWILL S224 BUTTON

WOMENS STYLES
WRANGLER LW3791D LS DENIM SNAP
CARHARTT 102073 LS BUTTON NAVY

T-SHIRTS NO EMBROIDERY MENS AND WOMENS $15.00

GILDEN BRAND MENS AND WOMENS LS AND SS BLK/NVY
CARHARTT MENS LS AND SS BLK/NVY
BERNE MENS LS AND SS BLK/NVY
(ALSO AVAILABLE IF STIPULATED IN PO)
SAFETY T-SHIRTS IN YELLOW W/REFLECTOR STRIPE
SAFETY VEST IN YELLOW W/ REFLECTOR STRIPE

POPULAR DRY GOODS
119 BRIDGE STREET
LAS VEGAS, NM 87701
(505)425-7272

BID #2017-03 SHIRT-JACKET
CONTINUATION OF ATTACHED LIST

JACKET- WINTER

MENS STYLES
BERNE HJ375 HOODED BLK/DKBRN- $70.00
BERNE J374 NON-HOODED BLK/DKBRN- $70.00
KEY 337 HOODED BLK/BARK- $70.00
KEY 377 NON-HOODED BLK/BARK- $70.00
(ADDITIONAL STYLE)
CARHARTT J130 HOODED BLK/DKBRN- $85.00
CARHARTT 101228 NON-HOODED BLK/DKBRN $85.00

WOMENS STYLES
BERNE WHJ52 HOODED BLK/DKBRN- $70.00
CARHARTT WJ130 HOODED DKBRN- $85.00

JACKET- LIGHT- $68.00

MENS STYLES- BLK
BERNE JS200 RAIN DEFENDER SOFT SHELL
AVALON NJ650 RAIN DEFENDER SOFT SHELL

WOMENS STYLES-BLK
BERNE WJS300 RAIN DEFENDER SOFT SHELL
POWDER RIVER RAIN DEFENDER SOFT SHELL

SPECIFICATIONS:

SHIRT: Shirts to be 100% cotton. Indigo Vertical Dobby, buttons/snaps, long or short sleeves, with button down collar. Straight back yoke with center box pleat and three buttons adjustable cuff and should be pre-washed for comfort, colors to be in, black or navy blue. Shirt should have left front chest pocket with button closure. To include employees name embroidered over left side pocket and "City of Las Vegas" embroidered on the right. Embroidery to be in gold colored thread on dark colored shirts. (Include women's and petite sizes).

POLO SHIRTS: Polo shirts are to be 5.7 oz. 100% cotton. Colors to be in navy blue or black. **Embroidery:** To include employees name on the left side and "City of Las Vegas" on the right, in gold colored thread on dark colored shirts. (Include women's and petite sizes).

TSHIRT/UNDERSHIRT: Colors to be in navy blue or black, pocket, 6.5 oz., pre-shrunk 100% cotton, double-needle stitched neckline, bottom hem and sleeves, Quarter-turned, Seven-eighths inch seamless collar, Shoulder-to-shoulder taping, no embroidery on under shirts (t-shirts)

JACKET: Jacket to waist length. It needs to be heavyweight 12oz. 100% cotton. Jacket should be water repellent, wind and rip resistant. Jacket should be lined with black brushed tricot quilted to form inner lining, zipper front hand warmer pockets. Jacket should be available with or without drawstring hood. Jacket to be available in colors: dark brown and black. (Include women's and petite sizes).

LIGHT WEIGHT JACKET: Jacket to waist length. It needs to be water proof shell jacket with mesh lining features a vented back for breathability, zipper front. Jacket should be available with or without drawstring hood. Jacket to be available in colors: Dark brown and black. (Include women's and petite sizes).

NOTE:

1. Prices to remain firm for a period of two (2) year after date of bid award.
2. Embroidery shall be in gold colored thread on dark colored shirts and include First and Last Name on the left, "City of Las Vegas" on the right, no embroidery on under shirts (t-shirts)
3. Successful bidder to be available to size and fit employees
4. Successful bidder must guarantee uniforms within a reasonable time frame **(waiting period shall not exceed one (1) month)**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Dennis Ly _____ July 6, 2016

Signature Date

_____

Title (Position)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/01/2016 **DEPT:** Utilities Dept. **MEETING DATE:** 07/13/2016

DISCUSSION ITEM/TOPIC: Award request for proposals #2016-27 for natural gas proving service to sole proposer Koons Gas Management.

BACKGROUND/RATIONALE: Proving service entails verification that large commercial gas meters are within the tolerance zone to ensure accuracy for the customer and for the City. This RFP will allow us to hire a company to do the field proving on our commercial gas meters which is a requirement of the Pipeline Regulation Commission.

Advertised:	05/15/16; Las Vegas Optic, 05/16/16; Albuquerque Journal City Website
Bid Opening:	June 2, 2016
Number of Proposers:	1
Amount:	$67,500
Budget Line Item:	620-0000-610-7407

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 2-Jun-2016

TIME: 2:00PM

OPENING NO.: 2016-27

DEPARTMENT: UTIL. GAS

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **NATURAL GAS METER PROVING SERVICE**

	RECEIVED FROM:	AMOUNT		BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Koon's Gas Measurement (KGM)				✓	✓
2						
3						
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1		CLV
2		CLV
3		
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE:

COPIES TAKEN BY:

DATE: 6-2-16

OPENED BY: FINANCE DEPARTMENT

DATE: 6-2-16

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: 6-3-16

RATING SHEET FOR:
Natural Gas Meter Proving Service

Offeror:

	ITEM	POSSIBLE POINTS	POINTS AWARDED
	RFP - NATURAL GAS METER PROVING SERVICE		
1.	1. Personal/Personnel Experience	20	15
	2. Capacity and Capability	25	25
	3. Past Record of Performance	20	20
	4. Familiarity with the City of Las Vegas and land use regulations	25	20
	5. Proximity to Las Vegas New Mexico	10	10
	TOTAL	**100**	90

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: 6-3-16

RATING SHEET FOR:
Natural Gas Meter Proving Service

Offeror:

	ITEM	POSSIBLE POINTS	POINTS AWARDED
	RFP - NATURAL GAS METER PROVING SERVICE		
1.	1. Personal/Personnel Experience	20	10
	2. Capacity and Capability	25	20
	3. Past Record of Performance	20	10
	4. Familiarity with the City of Las Vegas and land use regulations	25	15
	5. Proximity to Las Vegas New Mexico	10	5
	TOTAL	**100**	60

David Marquez

From: Eric Keto [eketo@kgmgas.com]
Sent: Monday, June 06, 2016 9:34 AM
To: 'Jude Herrera'; dmarquez@ci.las-vegas.nm.us
Subject: Expense Breakdown
Attachments: Expense Breakdown lvnm.xlsx

Jude & David,

Please see attached breakdown

Thanks,

Eric Keto
Territory Manager
10934 E. 55th Place
Tulsa, OK. 74147
Cell (303) 513-1260
Phone (918) 794-9494
Fax (918) 794-5575
www.kgmgas.com

Expense section		
Meals		$1,500.00
Lodging		$7,000.00
Travel Expense		
	5000 MILES	$5,000.00
	TRAVEL TIME/ MISC. 120 HRS	$4,000.00
Field meter testing		$29,500.00
Meter repair/Rebuilding		$10,000.00
Random residential testing		N/A
Bonds		$5,000.00
Taxes		$5,500.00
	Total	**$67,500.00**
Cost per meter (all Sizes)		$416.67

Resolution No. 12-24 Adopted on June 27, 2012

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m., June 2, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RECEIVED
JUN 0 2 2016
CITY OF LAS VEGAS
PURCHASING DEPT.

NATURAL GAS METER PROVING SERVICE

Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: METER PROVING SERVICE , Opening No. 2016-27; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

RICHARD TRUJILLO, CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-27 Date Issued: May 11, 2016

Published: Las Vegas Optic May 11, 2016
Albuquerque Journal May 11, 2016
City of Las Vegas website: www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR: WILNAT, INC DBA KEENS GAS MEASUREMENT (KGM)

AUTHORIZED AGENT: TIM WOOD

ADDRESS: 19378 HIGHWAY 314 BELEN, NM 87002

TELEPHONE NUMBER (918) 640-0003

FAX NUMBER (918) 794-9575

DELIVERY: ON-SITE

STATE PURCHASING RESIDENT CERTIFICATION NO.: 03-333732-00-2

NEW MEXICO CONTRACTORS LICENSE NO.: 5146240

SERVICE (S): **NATURAL GAS METER PROVING SERVICE**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF Oklahoma }
} ss COUNTY OF Tulsa }

I, TIM F. WOOD of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this 1ST day of June, 2016.

Notary Public Signature

My Commission Expires: 4-18-2018

LORI BISHOP NOTARY PUBLIC STATE OF OKLAHOMA Comm. 01013763 Exp. 04-18-2018

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 2, 20 16; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: June, 2016. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand comer, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

In signing their Proposal and Affidavit, the offeror certifies that he/she has not, either directly or in directly entered into action of restraint of free competition, In the connection with the submitted Proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 911923788

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: 03-333732-00-2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract. the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM 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 either 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.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**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.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: N/A

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Tim N. Wood
Signature

5/31/2016
Date

PRESIDENT
Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Tim N. Wood
Signature

5/31/2016
Date

PRESIDENT
Title (Position)

REQUEST FOR PROPOSALS FOR METER PROVING SERVICE
FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Meter Proving Service for City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Meter Proving Services on an as needed basis, as hereafter stated.

The Servicing duties shall include the following proving process:

a. Utilize bypass and proving ports to bring the meter offline and blow down.
b. If no bypass or proving ports, will shut down service and blow down the meter for removal.
c. Remove meter from the set.
d. Test the meter using the prover device.
e. Verify the meter is within the City of Las Vegas specifications, usually +/- 2%.
f. If needed, remove the meter cover and make the necessary adjustments, replace cover.
g. Re-test the meter to verify the meter now meets specs.
h. Visually check components in the set.
i. Visually check for no relief valve blow off.
j. Re-install meter in the set.
k. Re-pressure the meter.
l. Complete leak check on the set.
m. Verify the meter is working properly.
n. Provide documentation to City of Las Vegas Gas Division. Retain records for each 5 year period.
o. Shipping costs.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Natural Gas System. Respond to this as Section B of Offeror's proposal.

3. LICENSES:

The Offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law to perform the work required by this contract. All such licenses shall

be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section C in Offeror's proposal.

4. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he has the necessary labor and equipment for proving meters. Equipment and labor shall be available to be on site within the specified time line. Respond to this section as Section D in Offeror's proposal.

5. EXPERIENCE IN METER PROVING SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. EXPERIENCE WITH NATURAL GAS METER PROVING PROCESS:

The Offeror shall demonstrate at least five (5) years of proven performance working with Natural Gas systems. The Offeror shall prove meter calibration, all work will be done onsite within a 50 mile radius of the City of Las Vegas, NM, Range Size 750 – 10,000, roots 11-M (175) meter sizes.

7. DOCUMENTATION:

The Offeror shall provide documentation of operator's qualifications, and drug and alcohol testing as per Public Regulation Commission requirements. The offeror shall indicate his minimum stock of replacement parts and anticipated delivery time for un-stacked replacement items and parts. Respond to this section as Section G in Offeror's proposal.

8. FACILITIES:

The Offeror shall show that he has a machine shop facility or arrangements with a machine shop to perform work on a priority basis, and adequate space for storing parts, piping fabrication and other mechanical repair capabilities. If the offeror has arrangements with a machine shop, a copy of the agreement shall be attached. Respond to this section as Section H in Offeror's Proposal.

9. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

10. EQUIPMENT SELECTION SERVICES:

Should some of the work will require the Contractor to prepare fabrication shop drawings, of pipings and also, as-built drawings as requested. The calculations and recommendations shall be submitted to the City for review and approval. Describe your staff capabilities or arrangements with another firm to accomplish this work. Respond to this section as Section J in

Offeror's proposal.

11. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

12. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

13. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

14. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub- proposal or quoting prices to other Offerors or making a prime proposal.

15. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

16. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 20%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform Maintenance/Emergency services on a timely basis 25%

3. Past Record of Performance and Familiarity to Natural Gas Systems:.....20%

4. Familiarity to Natural Gas Systems.....25%

5. Proximity to Las Vegas New Mexico.....10%

17. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

18. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to $100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

19. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

20. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

a. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1- Contractor
2- Owner
3- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:
(1) Notice to Offerors
(2) Instructions and Information for Offerors
(3) Proposal
(4) Cost
    a) Breakdown pricing for lodging
    b) miles traveled, travel time, misc. travel expense,
    c) field meter testing
    d)meter repair/rebuilding of meters
    e)random residential testing
(5) Contract Agreement
(6) Performance Bond
(7) Labor and materials Payment Bond
(8) General conditions and Provisions of the Scope of Service
(9) Safety Requirements, Insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors
D. Contractor's Bonds
E. Campaign Contribution Disclosure Form
F. Cost
   1) Breakdown pricing for lodging
   2) miles traveled, travel time, misc. travel expense,
   3) field meter testing
   4)meter repair/rebuilding of meters
   5)random residential testing

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:
Natural Gas Meter Proving Service

Offeror: _____

	ITEM	POSSIBLE POINTS	POINTS AWARDED
	RFP - NATURAL GAS METER PROVING SERVICE		
1.	1. Personal/Personnel Experience	20	
	2. Capacity and Capability	25	
	3. Past Record of Performance	20	
	4. Familiarity with the City of Las Vegas and land use regulations	25	
	5. Proximity to Las Vegas New Mexico	10	
	TOTAL	**100**	

KOONS GAS MEASUREMENT
WILNAT. INC
10934 E 55th Place
P.O. Box 472063
Tulsa, OK 74147

Quote

Date	Quote #
6/1/2016	7150

Name / Address
CITY OF LAS VEGAS 1700 NORTH GRAND AVENUE LAS VEGAS, NM 87701

Description	Qty	Cost	Total
On-Site Proving Service Work to be performed: To Include up to 162 meters, size range 750 - 11,000 CFH Utilize bypass and proving ports to bring the meter offline and blow down. If no bypass of proving ports, will shut down the service and blow down the meter for removal. Remove the meter from the set. Test the meter and adjust, if necessary to City of Las Vegas specifications, usually +/- 2%. Visually check the component in the set. Re-install the meter in the set. Re-pressure the meter. Leak check the set. Verify the meter is working properly. Provide documentation to the City of Las Vegas Gas Division. Retain records for a 5 year period. All shipping cost.	1	67,500.00	67,500.00

Total $67,500.00

THANK YOU FOR YOUR CONSIDERATION.

Phone #	Fax #	E-mail	Web Site
918.794.9494	918.794.5575	cbrown@kgmgas.com	kgmgas.com

Section A: Offeror's Identification

Wilnat, Inc.

DBA KGM

19378 Hwy 314

Belen, NM 87002

Certificate of Incorporation Included.

Section B: Personnel Experience

KGM has been in the natural gas measurement and regulation business for 16 years.

We have Operator Qualified trained technician with multiple years of experience.

Verification of training included in section G.

Section C: License

Certificate of Incorporation for the state of New Mexico. Included

State of New Mexico registration certificate. Included

Section D: Necessary Labor and Equipment

KGM has two full equipped proving vehicles with all the necessary tools and equipment for on-site proving. We will use Certified Model 5 transfer provers.

Section E & F: Experience in Meter proving

Three KGM Customer with contact information, Included

Section G: Documentation

Verification and card number technicians for OQ Training, included.

Drug testing DOT CONTRACTOR, included.

Section H: Facilities:

KGM has two facilities in Oklahoma and one in New Mexico. We offer a multitude of products and services. Line sheet included.

Section I: Financial

Corporate information and Credit rating included.

Section J: Equipment selection services

Facilities in Belen, NM

Section K: Other

Certificate of insurance included.

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF INCORPORATION

WHEREAS, the Certificate of Incorporation of

WILNAT, INCORPORATED

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, *the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.*

IN TESTIMONY WHEREOF, I *hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

Filed in the City of Oklahoma City this 31ST day of JULY, 1998.

Sam Cole

Secretary of State

By: Shannon E Murf

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Incorporation

OF

KOONS GAS MEASUREMENT CORP (KGM)

5146240

The Office of the Secretary of State certifies that the Articles Of Incorporation, duly signed and verified pursuant to the provisions of the

Business Corporation Act **(53-11-1 To 53-18-12 NMSA 1978)**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Incorporation and attaches hereto a duplicate of the Articles Of Incorporation.

Dated : **November 30, 2015**

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.

GREAT SEAL OF THE STATE OF NEW MEXICO
CRESCIT EUNDO
1912

Mary Quintana

Mary Quintana
Acting Secretary of State

STATE OF NEW MEXICO
Taxation and Revenue Department

Susana Martinez
Governor

New Mexico
Taxation and Revenue Department

Demesia Padilla, CPA
Secretary

NANCY WOOD
KOONS GAS MEASUREMENT AND B&B METER SERVICE
10934 E. 55TH PLACE
TULSA, OK 74146

September 30, 2015
CRS: 03-333732-00-2
Letter ID: L2035099696

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
30-Sep-2015	03-333732-00-2	19-Oct-2015
Business Location: 10934 E. 55TH PLACE		Business End Date:
City and State: TULSA, OK		Zip Code: 74146
Taxpayer Name: WILNAT INC		Taxpayer Type: Corporation
Firm Name: KOONS GAS MEASUREMENT AND B&B METER SERVICE		Filing Frequency: Quarterly
Mailing Address: 10934 E. 55TH PLACE		
City and State: TULSA, OK		Zip Code: 74146

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
30-Sep-2015	03-333732-00-2	19-Oct-2015
Business Location: 10934 E. 55TH PLACE		Business End Date:
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Firm Name: KOONS GAS MEASUREMENT AND B&B METER SERVICE		Filing Frequency: Quarterly
Mailing Address: 10934 E. 55TH PLACE		
City and State: TULSA, OK		Zip Code: 74146

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

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THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v28

132035099696023

KOONS GAS MEASUREMENT
WILNAT, INC.
10934 East 55th Place
P.O. Box 470161
Tulsa, OK 74147

PHONE: 918-794-9494
FAX: 918-794-5575

Customer Reference List

John Kill
Southern Star Central Gas Pipeline
620-313-9144

Andy Sanchez
City of Las Cruces
575-528-3632

Ron Reynolds
Zia Gas
575-640-4200

Online Verification for

Joshua Dewitt

Card Number: 10010714

Guide to Module Language Codes

Code	Language
ES	Spanish/Español
FR	French/Français
PT	Portuguese/Português
RU	Russian/Русский

Modules Completed

Date	Module
7/25/2012	62203-02 Valve Inspection (CT 20)
5/27/2015	62203-02 Valve Inspection (CT 20)
7/25/2012	63105-02 Tubing, Threaded Pipe, and Hoses
5/27/2015	63105-02 Tubing, Threaded Pipe, and Hoses
7/25/2012	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
5/27/2015	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
7/25/2012	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
5/27/2015	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
7/25/2012	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
5/27/2015	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
7/25/2012	67107-02 Abnormal Operating Conditions
5/27/2015	67107-02 Abnormal Operating Conditions

DONE

Online Verification for

Robert Bunch

Card Number: 9694808

Guide to Module Language Codes

Code	Language
ES	Spanish/Español
FR	French/Français
PT	Portuguese/Português
RU	Russian/Русский

Modules Completed

Date	Module
4/18/2012	62203-02 Valve Inspection (CT 20)
5/27/2015	62203-02 Valve Inspection (CT 20)
4/18/2012	63105-02 Tubing, Threaded Pipe, and Hoses
7/25/2012	63105-02 Tubing, Threaded Pipe, and Hoses
5/27/2015	63105-02 Tubing, Threaded Pipe, and Hoses
4/18/2012	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
5/27/2015	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
7/25/2012	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
5/27/2015	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
7/25/2012	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
5/27/2015	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
4/18/2012	67107-02 Abnormal Operating Conditions
7/25/2012	67107-02 Abnormal Operating Conditions
5/27/2015	67107-02 Abnormal Operating Conditions

DONE

Online Verification for

Guide to Module Language Codes

Code	Language
ES	Spanish/Español
FR	French/Français
PT	Portuguese/Português
RU	Russian/Русский

Loren Main

Card Number: 10963818

Modules Completed

Date	Module
6/5/2013	62203-02 Valve Inspection (CT 20)
4/5/2016	62203-14 Pipeline Maintenance OQ CT 20, Inspect Mainline Valves
6/5/2013	63105-02 Tubing, Threaded Pipe, and Hoses
4/5/2016	63105-02 Tubing, Threaded Pipe, and Hoses
6/5/2013	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
4/5/2016	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
6/5/2013	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
4/5/2016	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
6/5/2013	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
4/5/2016	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
6/5/2013	67107-02 Abnormal Operating Conditions
4/5/2016	71101-14 General Abnormal Operating Conditions

DONE

Online Verification for

Matthew McCleod

Card Number: 14549458

Guide to Module Language Codes

Code	Language
ES	Spanish/Español
FR	French/Français
PT	Portuguese/Português
RU	Russian/Русский

Modules Completed

Date	Module
4/5/2016	62203-14 Pipeline Maintenance OQ CT 20, Inspect Mainline Valves
4/5/2016	63105-02 Tubing, Threaded Pipe, and Hoses
4/5/2016	63107-02 Identify, Install, and Maintain Valve (CT 19.1, 19.2, 19.3, 19.4)
4/5/2016	63205-02 Maintain and Repair Pressure Limiting Devices and Relief Valves (CT 22, 23.1, 23.2, 24)
4/5/2016	67104-02 Routine Field and Facility Operations(CT 50, 51, 54, 56, 57, 58, 65)
4/5/2016	71101-14 General Abnormal Operating Conditions

DONE

NCMS NATIONAL COMPLIANCE Management Service, Inc.

Welcome Back MARK ABSHIRE | Logout

Console Administration DOT Forms Contact Us Help

Thank you for confirming your employee list.

DOT Contractor Information

Contractor Information

General Information

Contractor Name: KGM–KOONS GAS MEASUREMENT
Formerly Known As:
DBA:
Address: 10934 EAST 55TH PLACE
City: TULSA
State: OK
Zip: 74146
Phone:
Consortium: PIPELINE TESTING CONSORTIUM
PHMSA Consortium Pool: Yes
FMCSA Consortium Pool: No
NCMS ID: KOOGASMEA
Federal ID: 911923788
ISN ID: 400-174781
Web Account Expires: 1/1/2050 Renew

Additional Information

D/A Status: SATISFACTORY
Date of Status Change:
Type of Work: METERS
D/A Review: 11/17/2010
D/A Review Update:
Requested Info:
Items Needed: 0
Covered Employees: 9
DOT Programs: PHMSA

Last Updated

Employee List: 5/31/2016
Supervisor Training: 5/31/2016
Statistical Data: 1/26/2016

Work For DOT Operators

Work For DOT Operators: 1.) Kinder Morgan, Inc. 2.) Southern Star Central Gas Pipeline

Contacts

Contact	Email	Phone	Fax
MARK ABSHIRE	mabshire@kgmgas.com	(918) 794-9494	(918) 794-5575
TERRY BENIGHT	tbenight@kgmgas.com		

Comments/Notes

DATE/TIME	COMMENT
7/22/2015 1:35:02 PM	FINAL Notice Update Email Automatically Sent
7/1/2015 12:30:41 PM	2nd Notice Update Email Automatically Sent

Items Due

PENDING AUDIT	ITEM NEEDED	DATE DUE	1ST REQ.	2ND REQ.	FINAL REQ.

No records to display.

Employee List

Thank You! Your list has been acknowledged. My List is Current | Add | Upload

Refresh |

FIRST NAME	EMPLOYEE LAST	LAST 4 EMP ID	MOST RECENT DOT TEST	POOL	TEST TYPE	
MARK E.	ABSHIRE	6058	09/24/2013	PHMSA	RAND	Edit Delete
TERRY	BENIGHT	6800	07/23/2014	PHMSA	RAND	Edit Delete
CASEY LEE	BENNETT	3897	11/18/2013	PHMSA	RAND	Edit Delete
MIKE	BUNCH	7092	08/27/2014	PHMSA	RAND	Edit Delete
ROBERT	BUNCH	7217	04/29/2013	PHMSA	PRE	Edit Delete
JOSHUA D	DEWITT	7283	02/25/2013	PHMSA	RAND	Edit Delete
BRIAN K.	JACKSON	9355	12/04/2015	PHMSA	RAND	Edit Delete
JARED	PECORE	8580	07/20/2015	PHMSA	RAND	Edit Delete
TIMOTHY F.	WOOD	7665	12/31/2013	PHMSA	RAND	Edit Delete

Supervisor Training

Thank You! Your list has been acknowledged. My List is Current | Add | Upload

FIRST NAME	LAST NAME	LAST 4 EMP ID	DRUG TRAINING DATE	ALCOHOL TRAINING DATE	
MARK	ABSHIRE		02/09/2012	02/09/2012	Edit Delete
TERRY	BENIGHT		12/17/2012	12/17/2012	Edit Delete
TIM F.	WOOD		01/15/2010	01/15/2010	Edit Delete

National Compliance Management Service, Inc.
9 Compound Drive
Hutchinson, KS 67502
Phone: 620.669.0954
Fax: 620.669.8430
www.nationalcompliance.com

NCMS Website Terms of Use
NCMS Web Services Terms of Use

Console
Administration

Gas Measurement

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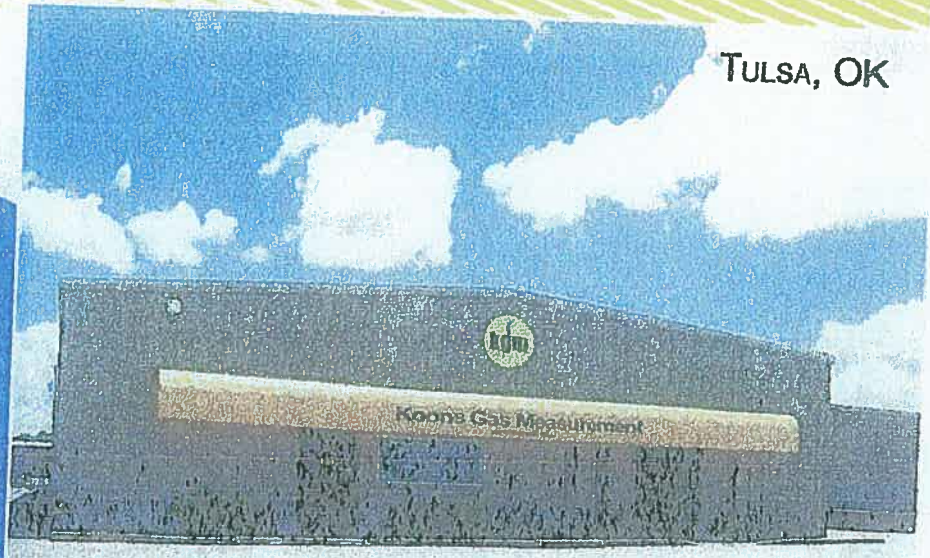
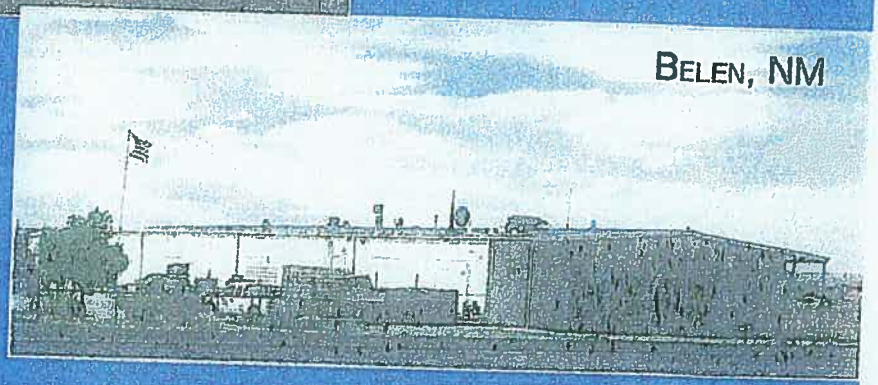


Tulsa, OK

- Providing products and services to the Natural Gas Industry for over 40 years.

Collinsville, OK

- Offering over 50,000 square feet of warehouse space allowing us to maintain your inventory needs.



Belen, NM

KGM
918-794-9494
www.KGMgas.com
PO Box 470161 • 10934 East 55th Place • Tulsa, OK 74146 • Fax 918-794-5575

GE Oil & Gas

DRESSER

mooney CONTROLS

BECKER
PRECISION EQUIPMENT INC.

Honeywell

American Meter

Perfection

EAGLE RESEARCH® CORPORATION

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Sensor Intelligence.

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918-794-9494
www.KGMgas.com

KOONS GAS MEASUREMENT
10934 E. 55th Place • Tulsa, OK 74147 • 918.794-9494
Wilnat, Inc.

WILNAT, Inc is structure as an S-Corporation in Oklahoma and was incorporated in 1998.

The two shareholders of the Corporation are Tim F. and Nancy J. Wood.

Tim F. Wood owns 75% and Nancy J. Wood owns 25 % of the stocks.

Attached are the credit scores for both shareholders.

CONSUMER NAME AND ADDRESS	LENDER NAME
Nancy J Wood 15332 N 149th East Ave Collinsville, OK 74021-6800	RCB Bank 300 W Patti Page Blvd Claremore, OK 74017
	LOAN APPLICATION DATE May 31, 2016

Your Credit Report(s) and the Price You Pay for Credit

What is a credit report?	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
How did we use your credit report(s)?	We used information from your credit report(s) to set the terms of the credit we are offering you, such as the interest rate and payment terms. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.
What if there are mistakes in your credit report(s)?	You have a right to dispute any inaccurate information in your credit report(s). If you find mistakes on your credit report(s), contact Equifax, which is/are the consumer reporting agency(ies) from which we obtained your credit report(s). It is a good idea to check your credit report(s) to make sure the information it/they contain(s) is accurate.
How can you obtain a copy of your credit report(s)?	Under Federal law, you have the right to obtain a copy of your credit report(s) without charge for 60 days after you receive this notice. To obtain your free report(s), contact: Equifax *By telephone:* Call toll-free: (800) 685-1111 *By mail:* Mail your written request to: PO BOX 740241 Atlanta, GA 30374 *On the web:* Visit www.equifax.com
How can you get more information about credit reports?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore.

Your Credit Score and Understanding Your Credit Score	
Your credit score	776 Source: Equifax Date: May 31, 2016
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we are offering you. Your credit score can change, depending on how your credit history changes.
The range of scores	Scores range from a low of 300 to a high of 850.
Key factors that adversely affected your credit score	PROPORTION OF BALANCES TO CREDIT LIMITS, TOO HIGH ON BANK/OTHER REVOLVING ACCTS TOO MANY INQUIRIES LAST 12 MONTHS TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
How can you get more information about your credit score?	If you have any questions regarding your credit score, you should contact Equifax at: Address: PO BOX 740241 Atlanta, GA 30374 Toll-free Telephone number: (800) 685-1111

CONSUMER NAME AND ADDRESS	LENDER NAME
Timothy F Wood 15332 N 149th East Ave Collinsville, OK 74021-6800	RCB Bank 300 W Patti Page Blvd Claremore, OK 74017
	LOAN APPLICATION DATE May 31, 2016

Your Credit Report(s) and the Price You Pay for Credit

What is a credit report?	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
How did we use your credit report(s)?	We used information from your credit report(s) to set the terms of the credit we are offering you, such as the interest rate and payment terms. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.
What if there are mistakes in your credit report(s)?	You have a right to dispute any inaccurate information in your credit report(s). If you find mistakes on your credit report(s), contact Equifax, which is/are the consumer reporting agency(ies) from which we obtained your credit report(s). It is a good idea to check your credit report(s) to make sure the information it/they contain(s) is accurate.
How can you obtain a copy of your credit report(s)?	Under Federal law, you have the right to obtain a copy of your credit report(s) without charge for 60 days after you receive this notice. To obtain your free report(s), contact: Equifax *By telephone:* Call toll-free: (800) 685-1111 *By mail:* Mail your written request to: PO BOX 740241 Atlanta, GA 30374 *On the web:* Visit www.equifax.com
How can you get more information about credit reports?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore.

Your Credit Score and Understanding Your Credit Score	
Your credit score	740 Source: Equifax Date: May 31, 2016
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we are offering you. Your credit score can change, depending on how your credit history changes.
The range of scores	Scores range from a low of 300 to a high of 850.
Key factors that adversely affected your credit score	NUMBER OF ACCOUNTS WITH DELINQUENCY PROPORTION OF BALANCES TO CREDIT LIMITS, TOO HIGH ON BANK/OTHER REVOLVING ACCTS LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED TOO MANY INQUIRIES LAST 12 MONTHS
How can you get more information about your credit score?	If you have any questions regarding your credit score, you should contact Equifax at: Address: PO BOX 740241 Atlanta, GA 30374 Toll-free Telephone number: (800) 685-1111

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Candace Wiechman
Sullivan Insurance Agency P. O. Box 1534 Ardmore OK 73402	PHONE (A/C, No, Ext): (580) 223-2187 FAX (A/C, No): (580) 223-1831 E-MAIL ADDRESS: cw@johnsullivaninsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WILNAT, INC.; KOONS GAS MEASUREMENT; B & B METER SERVICE 15332 N. 149TH EAST AVENUE COLLINSVILLE OK 74021	INSURER A: Union Standard Insurance Group	25844
	INSURER B: Hartford Ins / Twin City Fire	19410
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPA 4662046	3/22/2016	3/22/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CPA 4662046	3/22/2016	3/22/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 50,000
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CUA 4662049	3/22/2016	3/22/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			38WECAQ4356	11/1/2015	11/1/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

twood@kgmgas.com

CITY OF LAS VEGAS
1700 N. GRAND AVENUE
LAS VEGAS, NM 87701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Washburn, CIC, CRM/

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The ACORD name and logo are registered marks of ACORD

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m., June 2, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

NATURAL GAS METER PROVING SERVICE

Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: METER PROVING SERVICE , Opening No. 2016-27 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

RICHARD TRUJILLO, CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-27 Date Issued: May 11, 2016

Published: Las Vegas Optic May 15, 2016

Albuquerque Journal May 11, 2016

City of Las Vegas website: www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____)_____

FAX NUMBER (____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **NATURAL GAS METER PROVING SERVICE**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF_____}
} ss COUNTY OF_____}

I,_____of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

_____
Signature

Subscribed and sworn to before me, this_____day of_____, 20_____.

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 2, 20 16; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: June, 2016. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand comer, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

In signing their Proposal and Affidavit, the offeror certifies that he/she has not, either directly or in directly entered into action of restraint of free competition, in the connection with the submitted Proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member orrepresentative.

_____ _____

Signature Date

_____

Title (Position)

REQUEST FOR PROPOSALS FOR METER PROVING SERVICE
FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Meter Proving Service for City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Meter Proving Services on an as needed basis, as hereafter stated.

The Servicing duties shall include the following proving process:

a. Utilize bypass and proving ports to bring the meter offline and blow down.
b. If no bypass or proving ports, will shut down service and blow down the meter for removal.
c. Remove meter from the set.
d. Test the meter using the prover device.
e. Verify the meter is within the City of Las Vegas specifications, usually +/- 2%.
f. If needed, remove the meter cover and make the necessary adjustments, replace cover.
g. Re-test the meter to verify the meter now meets specs.
h. Visually check components in the set.
i. Visually check for no relief valve blow off.
j. Re-install meter in the set.
k. Re-pressure the meter.
l. Complete leak check on the set.
m. Verify the meter is working properly.
n. Provide documentation to City of Las Vegas Gas Division. Retain records for each 5 year period.
o. Shipping costs.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Natural Gas System. Respond to this as Section B of Offeror's proposal.

3. LICENSES:

The Offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law to perform the work required by this contract. All such licenses shall

be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section C in Offeror's proposal.

4. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he has the necessary labor and equipment for proving meters. Equipment and labor shall be available to be on site within the specified time line. Respond to this section as Section D in Offeror's proposal.

5. EXPERIENCE IN METER PROVING SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. EXPERIENCE WITH NATURAL GAS METER PROVING PROCESS:

The Offeror shall demonstrate at least five (5) years of proven performance working with Natural Gas systems. The Offeror shall prove meter calibration, all work will be done onsite within a 50 mile radius of the City of Las Vegas, NM, Range Size 750 – 10,000, roots 11-M (175) meter sizes.

7. DOCUMENTATION:

The Offeror shall provide documentation of operator's qualifications, and drug and alcohol testing as per Public Regulation Commission requirements. The offeror shall indicate his minimum stock of replacement parts and anticipated delivery time for un-stacked replacement items and parts. Respond to this section as Section G in Offeror's proposal.

8. FACILITIES:

The Offeror shall show that he has a machine shop facility or arrangements with a machine shop to perform work on a priority basis, and adequate space for storing parts, piping fabrication and other mechanical repair capabilities. If the offeror has arrangements with a machine shop, a copy of the agreement shall be attached. Respond to this section as Section H in Offeror's Proposal.

9. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

10. EQUIPMENT SELECTION SERVICES:

Should some of the work will require the Contractor to prepare fabrication shop drawings, of pipings and also, as-built drawings as requested. The calculations and recommendations shall be submitted to the City for review and approval. Describe your staff capabilities or arrangements with another firm to accomplish this work. Respond to this section as Section J in

Offeror's proposal.

11. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

12. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

13. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

14. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub- proposal or quoting prices to other Offerors or making a prime proposal.

15. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

16. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 20%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform Maintenance/Emergency services on a timely basis 25%

3. Past Record of Performance and Familiarity to Natural Gas Systems:.....20%

4. Familiarity to Natural Gas Systems.....25%

5. Proximity to Las Vegas New Mexico.....10%

17. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

18. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to $100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

19. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

20. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

a. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1- Contractor
2- Owner
3- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:
(1) Notice to Offerors
(2) Instructions and Information for Offerors
(3) Proposal
(4) Cost
    a) Breakdown pricing for lodging
    b) miles traveled, travel time, misc. travel expense,
    c) field meter testing
    d)meter repair/rebuilding of meters
    e)random residential testing
(5) Contract Agreement
(6) Performance Bond
(7) Labor and materials Payment Bond
(8) General conditions and Provisions of the Scope of Service
(9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors
D. Contractor's Bonds
E. Campaign Contribution Disclosure Form
F. Cost
   1) Breakdown pricing for lodging
   2) miles traveled, travel time, misc. travel expense,
   3) field meter testing
   4)meter repair/rebuilding of meters
   5)random residential testing

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:
Natural Gas Meter Proving Service

Offeror: _____

	ITEM	POSSIBLE POINTS	POINTS AWARDED
	RFP - NATURAL GAS METER PROVING SERVICE		
1.	1. Personal/Personnel Experience	20	
	2. Capacity and Capability	25	
	3. Past Record of Performance	20	
	4. Familiarity with the City of Las Vegas and land use regulations	25	
	5. Proximity to Las Vegas New Mexico	10	
	TOTAL	**100**	