



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS , NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
September 9, 2015–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)**
- IX. **CITY MANAGER’S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**

1. Award request for bid #2016-08 for Miox Salt for the Water Treatment Plant to sole bidder Univar USA Inc.

Ken Garcia, Utilities Director Miox (table grade salt) is required to ensure proper filtration of the water supply.

2. Award request for bid #2016-09 for Zeamway line extension materials as a multiple source award to Baker Utility Supply, HD Supply Water Works and Ferguson Water Works.

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH “JOEY” HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Ken Garcia, Utilities Director This project will include installation of approximately 1200 feet of 6" water line along Zeamway to be able to provide water to each resident. We would like to award to all bidders as prices are lower on different materials for each vendor.

3. Award request for bid #2016-10 for Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.

Ken Garcia, Utilities Director Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply.

4. Award request for bid #2016-11 for Natural Gas Inventory Supplies to the low bidder.

Ken Garcia, Utilities Director The City of Las Vegas Gas Division went out for bids for natural gas inventory supplies. It is necessary to keep inventory stocked and on hand for gas line repairs as needed. Due to the bid opening date, all additional information will be provided before the Regular Council Meeting.

5. Billing adjustment for United World College water account.

Ken Garcia, Utilities Director During the months of March and April two events occurred simultaneously: City staff misread and overcharged the United World College water account and the United World College staff overfilled their potable water storage tank. The amount of over-consumption from the customer has been calculated at approximately 1.5 gallons. As per Resolution # 12-06 any credit amount over \$50,000 must be approved by the Governing Body.

6. Recommendation to amend Agreement #3083-15 with MainStreet de Las Vegas to add the coordination and implementation of the Las Vegas Electric Light Parade.

Lindsey Valdez, Community Development Director MainStreet de Las Vegas is interested in taking on the planning and implementation of the annual Las Vegas Electric Light Parade to fulfill its requirement for a signature event. This would include generating participation from MainStreet Corridor businesses. The contractor would be compensated for the additional services in the amount of \$5,000.

7. Recommendation to amend Agreement #3085-15 with the Las Vegas/San Miguel Economic Development Department, Inc. (EDC) to add the establishment and management of a Business Incubator/Entrepreneurial Institute.

Lindsey Valdez, Community Development Director The contractor has been coordinating with New Mexico Highlands University and plans to establish the incubator in the currently vacant Hewett Hall. The incubator will identify entrepreneurs at local institutions who are interested in going into business and/or filling recognized gaps in products, programs and services in the community. The contractor would be compensated for the additional services in the amount of \$7,500.

XI. 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.**

XII. 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 of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/26/15

DEPT: Utilities Dept.

MEETING DATE: 09/09/15

DISCUSSION ITEM/TOPIC: Award request for bids # 2016-08 for Miox Salt (table grade salt) for the Water Treatment Plant to sole bidder Univar USA Inc.

BACKGROUND/RATIONALE: Miox (table grade salt) is required to ensure proper filtration of the water supply.

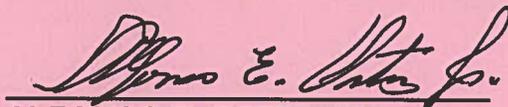
Advertised: 07/31/15; Las Vegas Optic and City Website
Bid Opening: August 18, 2015
Number of Bidders: 1
Lowest Bidder: Univar USA Inc.
Amount: \$15.20 per bag, \$0.3041 per pound, \$608.20 per ton
Budget Line Item: 640-0000-610-7104

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:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 18-Aug-2015

OPENING NO.: 2016-08

TIME: 2:00PM

DEPARTMENT: WTP

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

ITEM(S): MIX SALT (TABLE SALT GRADE)

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Union USA, Inc</u>	36452 <u>per 60 ton</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 <u>price per #</u>	<u>3041</u>			
<u>Bag</u>	<u>15,705</u>			
3 <u>ton</u>	<u>608.70</u>			
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>[Signature]</u>	<u>C.W.</u>
2 <u>Francisca Solano</u>	<u>C.W.</u>
3	
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:

[Signature]
DATE: 8-18-15

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 8-18-15

COPIES TAKEN BY:

Duracott Gold
DATE: 8-19-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., August 18, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (TABLE SALT GRADE)

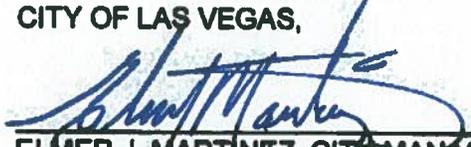
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. GRAND AVE 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: MIOX SALT, Opening No. 2016-08; 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.

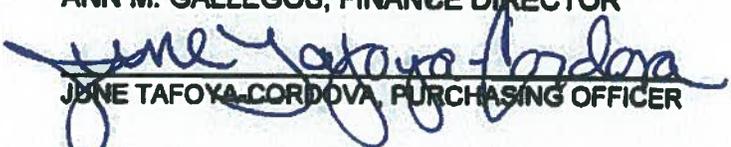
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No 2016-08

Date Issued: 7-24-15

Date Issued: Published:

Las Vegas Optic 7-31-15
City website: www.lasvegasnm.gov

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 2:00pm, August 18, 2015 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 September, 2015. 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: _____

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): _____

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.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): MIOX SALT (TABLE SALT GRADE)

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 _____ }

COUNTY OF _____ }

I _____, 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.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature

My Commission Expires: _____

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): MIOX SALT

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____
M.	_____	\$	_____
N.	_____	\$	_____
O.	_____	\$	_____
P.	_____	\$	_____
Q.	_____	\$	_____
R.	_____	\$	_____
S.	_____	\$	_____
	TOTAL	\$	_____

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 or representative.

Signature

Date

Title (Position)

The City of Las Vegas Water Department is requesting sealed bids from qualified vendors for the purchase of salt to be used in the City's mixed oxidant make-up and feed system installed at its Water Treatment Plant. This system produces mixed oxidants from the electrolysis sodium chloride brine. Purity requirements for salt purchased under this procurement are as follows:

SALT CONTENT: Minimum NaCl content	$\geq 99.5\%$
Maximum Calcium content	$\leq 0.03\%$
Maximum Magnesium content	$\leq 0.02\%$

ALLOWED ADDITIVES: Sodium Hexametaphosphate (SHMP)

PROHIBITED ADDITIVES: Phosphoric acid and related rust inhibitors, anti-caking agents, detergents, citric acid, and or Yellow Prussiate of Soda (YPS).

Bidders shall include a certified copy of the most current chemical assay for the salt product on which their bid is based with their bid. This assay shall have been performed within twelve (12) months of the date of advertisement for this procurement.

GENERAL REQUIREMENTS:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. Salt shipments to be F.O.B., City of Las Vegas Water Filter Plant, Las Vegas, New Mexico 87701. Deliveries to be in palletted 50 lb. sacks. Individual purchases and deliveries to be 10 to 20 tons.
3. Successful bidder to give (1) one week notice to the City of Las Vegas Water Department prior to delivery.
4. Successful bidder agrees to make deliveries within (2) two weeks of notice.

NOTE: The City of Las Vegas Water Department expects to purchase between 40 to 60 tons of salt, as specified, over the course of the year. The City, however reserves the right to adjust the quantity purchased to that which is actually needed for its Water Treatment Plant Operations.



Technical Information

**Diamond Crystal® Pellets
with Softener Care Additive**

DESCRIPTION:

Diamond Crystal® Pellets with Softener Care Additive are compacted, pillow-shaped briquettes of sodium chloride which has been manufactured under stringent process control procedures by vacuum evaporation of raw, unreacted brine. The salt is obtained from underground deposits by deep well solution mining.

COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resins by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride 8200. It is also certified to ANSI/NSF Standard 60.

ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (NHMP), which improves the product's resistance to mushing and bridging (U.S. Patent No. 4,992,308). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

APPLICATIONS:

Diamond Crystal® Pellets with Softener Care Additive are intended for use in regenerating ion-exchange resin in both household and commercial water softeners, and can be utilized effectively in all types of water softening units. Under normal use, the specific size, shape, and density of this product resists mushing, bridging and channeling to provide excellent percolation and brine formation. The product is virtually 100% water soluble. This eliminates messy tank cleaning, providing efficient operation of the water softening unit.

PACKAGING AND STORAGE:

Diamond Crystal® Pellets with Softener Care Additive are available only in 40lb., 50lb. and 80lb. polyethylene bags for added moisture protection. To improve caking resistance, this product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, AWWA 8200-98 and Cargill

OTHER PROPERTIES:

Diamond Crystal® Pellets with Softener Care Additive contain no known allergens, and exhibit virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Moisture (dry)	%	0.25	0.50 max.
Calcium & Magnesium (as Ca)	%	0.01	-
Sulfate (as SO ₄)	%	0.04	-
Surface Finishes ¹	%	0.03	0.1 max.
Copper (as Cu)	ppm	-	0.5 max.
Iron (as free Fe)	ppm	-	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insoluble	ppm	3	100 max.

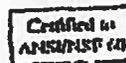
¹By difference of impurities.

²110°C for 2 hours

SIEVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2	0.250	6350	97	95 min.
20	-	-	3	5 max.

Note: Sieve analysis is reported as percent retained.



PRODUCING LOCATION: HUTCHINSON, KS
No. 3402 Revised September 2001

CARGILL SALT
P.O. Box 5621
Minneapolis, MN 55440
1-888-385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express warranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data heretofore presented are made without warranty, warranty or responsibility of any kind on our part.

Material Safety Data Sheet

Provided by:

DPC Industries, Inc. DX Distributors, Inc.
DPC Enterprises DX Systems Company
DXI Industries, Inc. DX Terminals

PO Box 24600
Houston, Tx 77229-4600
281-457-4888
www.dgroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name SODIUM CHLORIDE
Synonyms SALT, FLOUR SALT
Chemical Name SODIUM CHLORIDE

Emergency phone: 281-457-4888
Chemtrec: 800-424-9300

Date of Issue: 01/01/01
Revised Date: N/A

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	>99%	7647-14-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: NOT ESTABLISHED

Eye Contact: CONTACT MAY CAUSE EYE IRRITATION

Skin Contact: FREQUENT OR PROLONGED CONTACT MAY IRRITATE THE SKIN AND CAUSE A SKIN RASH (DERMATITIS).

Ingestion: MAY CAUSE DIGESTIVE TRACT IRRITATION WITH SYMPTOMS INCLUDING NAUSEA, DIARRHEA, VOMITING, AND ABDOMINAL PAIN

Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.

Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION.

Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON.

SECTION 5 - FIRE FIGHTING MEASURES

<i>Flash Point</i>	NONFLAMMABLE.
<i>Extinguishing Media</i>	USE MEDIA APPROPRIATE FOR SURROUNDING AREA
<i>Special Firefighting Procedures/Precautions</i>	WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. STAY UPWIND AND KEEP OUT OF LOW AREAS

SECTION 6 - ACCIDENTAL RELEASE MEASURES

<i>For Spill:</i>	AVOID INHALATION OF DUST. SWEEP UP MATERIAL AND PLACE IN CONTAINERS FOR DISPOSAL PREVENT MATERIAL FROM ENTERING WATERWAYS OR SEWERS.
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SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area away from direct sunlight, heat and incompatible materials. Protect containers from physical damage.
AVOID GENERATION OF DUSTS AND MISTS

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

<i>Respiratory Protection</i>	USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURERS RECOMMENDATIONS
<i>Ventilation</i>	LOCAL AND MECHANICAL RECOMMENDED.
<i>Protective Gloves</i>	CHEMICAL IMPERVIOUS GLOVES.
<i>Eye/Face Protection</i>	CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD
<i>Other Protection</i>	CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC
<i>Work Practices</i>	USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

<i>Boiling Point (°F):</i>	2575	<i>Vapor Pressure (mmHg):</i>	1 (@1589 F)
<i>Freezing Point (°F):</i>	NOT APPLICABLE	<i>Vapor Density (Air=1):</i>	NOT APPLICABLE
<i>Solubility (H₂O):</i>	SOLUBLE	<i>Specific Gravity (H₂O=1):</i>	2.165
<i>pH :</i>	7	<i>Evaporation Rate:</i>	NOT DETERMINED
<i>Appearance/Odor:</i>	COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR		

SECTION 10 - STABILITY AND REACTIVITY

<i>Chemical Stability:</i>	YES
<i>Incompatible Materials:</i>	WILL REACT WITH STRONG ACIDS AND STRONG OXIDIZING AGENTS.
<i>Decomposition Products:</i>	NONE KNOWN
<i>Hazardous Polymerization:</i>	WILL NOT OCCUR

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 3000 mg/kg SICH (rabbit) = 500 mg/2-lit

SECTION 12 - ECOLOGICAL INFORMATION

NO DATA AVAILABLE

SECTION 13 - DISPOSAL CONSIDERATIONS

DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UN/NA Number:

Packing Group:

Subsidiary Hazard

Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313: 1b

SARA Extremely Hazardous Substance: 1b

HMS HAZARD RATING

Health: 1 Fire: 0 Reactivity: 0
0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60): NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

DISCLAIMER

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

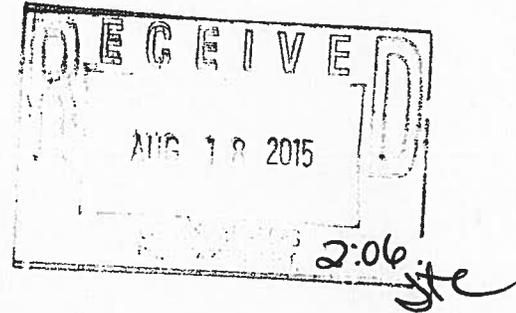
T 253-872-5000
F 253-572-5041
www.univarusa.com

COPY



August 18, 2015

City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701



RE: Invitation to Bid – Miox Salt - 2015

To Whom It May Concern:

Univar USA Inc. is pleased to offer a price quote on your ITB due Tuesday, August 18, 2015 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Michelle Wick

Municipal Specialist
Univar USA Inc.
muniteam@univarusa.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Univar USA Inc.
3301 Edmunds SE
Albuquerque, NM 87102
USA

T 505-842-6303
F 505-243-1984

www.univarusa.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (MST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours answering service – 24-hour response: (505) 842-6303

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (505) 842-6303 or (505) 842-0823
Office Fax: (505) 243-1984

Karen Martinez
Michelle Bergal

Sales Support Coordinator
Customer Service

karen.martinez@univarusa.com
michelle.bergal@univarusa.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam-west@univarusa.com

Shawnasey McCarthy
Municipal Specialist
Phone: (253) 872-5052
Fax: (253) 872-5041
shawnasey.mccarthy@univarusa.com

Michelle Wick
Municipal Specialist
Phone: (253) 872-5084
Fax: (253) 872-5041
michelle.wick@univarusa.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarusa.com

Remittance Address:

Univar USA Inc.
PO Box 849027
Dallas, TX 75284

Standard Payment Terms:

Net 30 days



UNIVAR USA INC.
AUTHORIZED BID SIGNERS

RESOLUTION

RESOLVED, that the Corporate Secretary shall maintain a list of the agents of this Corporation who are vested with authority to execute in the Corporation's behalf formal, written bids or proposals for the sale of other disposition of products handled by the Corporation. Said list shall be as established initially by the Board of Directors and thereafter, the President, or a Vice President shall have the authority, by written directive to the Corporate Secretary, to add agents to or eliminate agents from said list, and it is further

RESOLVED, that the Corporate Secretary or any Assistant Secretary of the Corporation is authorized to certify this resolution or certify to the name or names of persons on the list maintained by the Corporate Secretary and such certificate will be conclusive evidence of the authority of such person or persons so to act.

END OF RESOLUTION

CERTIFICATION

I, the undersigned, as Corporate Secretary of Univar USA Inc. do hereby certify as follows:

1. That the above resolution was duly adopted by the Board of Directors of said Corporation at a meeting duly held on December 4, 1986, and is in full force and effect.
2. That the list of persons authorized to execute, for an on behalf of this Corporation, written bids or proposals for the sale or other disposition of products handled by this Corporation, as initially established by the Board of Directors and thereafter added to by the President, or a Vice President of this Corporation as follows:

All officers and the following:

Shawnasey McCarthy – Municipal Business Manager
Jennifer Perras – Municipal Specialist
Michelle Wick – Municipal Specialist
Roise Holiday – Municipal Specialist

3. That all of the foregoing persons are authorized to execute bids pursuant to the resolution above referred to.

Dated this 14 day of August, 2015.



Perry T. Kusakabe

Perry T. Kusakabe
Corporate Secretary

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Univar USA Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 3075 Highland Pkwy Ste 200 City, state, and ZIP code Downers Grove, IL 60515-5560 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
9 1 - 1 3 4 7 9 3 5	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 2.

Sign Here	Signature of U.S. person ▶ <i>David P. Smith</i>	Date ▶ 1/1/2015
------------------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Bernalillo County Business License



Whereas Univar Usa Inc, a resident of Bernalillo County and State of New Mexico, and one of the firm known as Univar USA, INC. has made application for business registration. Said business of Wholesale Chemical Distributor is to carry on at 3301 Edmunds SE, Albuquerque, NM 87102 for a period of 12 months, commencing on 03/15/2015 and ending the 03/15/2016 under the provisions of law in such case made and provided.



In Witness Whereof, I set my hand and affix the seal of the Board of County Commission, in Albuquerque,
NM this 3/12/2015.

ZCBL-980036

Bernalillo County Business License Clerk



County of Bernalillo
State of New Mexico

Receipt No.: 1175412

Receipt Date: 03/12/2015

RECEIPT

RECORD & PAYER INFORMATION

Record ID: ZCBL-980036
Record Type: Business License Commercial
Property Address: 3301 Edmunds, Albuquerque, NM 87102
Description of Work: Commercial business license. WHOLESALE CHEMICAL DISTRIBUTOR.
Payer: CSC
Applicant: UNIVAR USA INC
3301 EDMUNDS SE, ABQ NM 87102
PO BOX 34710/TAX DEPT
SEATTLE, WA 98124-1710

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
03/12/2015	Check	1010099603	JGARDUNO		\$35.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Business License Renewal Fee	872476	1.00	\$35.00	\$35.00
			\$35.00	\$35.00

* Sample *



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/27/2015

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER C: New Hampshire Ins Co</td> <td>23841</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C: New Hampshire Ins Co	23841	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:	
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INSURER D: Lexington Insurance Company	19437														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570056947300** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL2802979 SIR applies per policy terms & conditions	03/01/2015	06/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY			CA 4806893 Commercial Auto (AOS)	03/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 4806894 Commercial Auto (MA)	03/01/2015	06/01/2016	BODILY INJURY (Per person)
B				CA 4806895 Commercial Auto (VA)	03/01/2015	06/01/2016	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XCEG27380566002 SIR applies per policy terms & conditions	03/01/2015	06/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC001591220 (AOS)	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC001591223 (MA, ND, WI, WY)	03/01/2015	03/01/2016	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Pol'l Legal Liab			PLS6292901	03/01/2015	06/01/2016	Aggregate \$15,000,000 Agg Ded \$500,000 Occurrence \$15,000,000

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

Evidence of Insurance.

CERTIFICATE HOLDER Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	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 <div style="text-align: center;"><i>Aon Risk Services Central, Inc.</i></div>
--	---

Holder Identifier :

Certificate No : 570056947300



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Inc.	
POLICY NUMBER See Certificate Number: 570056947300			
CARRIER See Certificate Number: 570056947300	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				CA 4806890 Truckers Liability (AOS)	03/01/2015	06/01/2016	Combined Single Limi	\$5,000,000
B				CA 4806891 Truckers Liability (MA)	03/01/2015	06/01/2016		
B				CA 4806892 Truckers Liability (VA)	03/01/2015	06/01/2016		
	WORKERS COMPENSATION							
B		N/A		WC1591222 (CA, OH, OR, WA) SIR applies per policy terms & conditions	03/01/2015	03/01/2016		
C		N/A		WC001591221 (FL)	03/01/2015	03/01/2016		
C		N/A		WC012948466 (IL, KY, NC, NH, UT)	03/01/2015	03/01/2016		
C		N/A		WC012948467 (AK, AZ, GA)	03/01/2015	03/01/2016		
C		N/A		WC012948468 (NJ, PA)	03/01/2015	03/01/2016		
	OTHER							
D	Polli Legal Liab			PLS6292901	03/01/2015	06/01/2016	Occ Ded	\$500,000

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m. August 18, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (TABLE SALT GRADE)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. GRAND AVE LAS VEGAS NM 87701

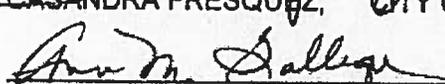
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No 2016-08; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the 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.

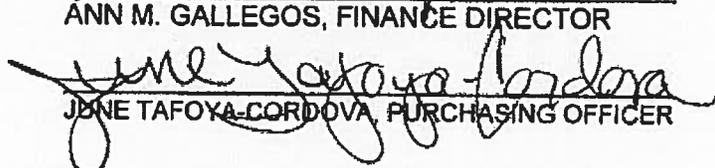
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JBNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No 2016-08

Date Issued: 7-24-15

Date Issued: Published:

Las Vegas Optic 7-31-15
City website: www.lasvegasnm.gov

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 2:00pm, August 18, 2015 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 September, 20 . 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: 91-1347935
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): See attached

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.

BIDDER INFORMATION

BIDDER: Univar USA, Inc.

AUTHORIZED AGENT: Michelle Wick

ADDRESS: 8201 S. 212th St. Kent, WA 98032

TELEPHONE NUMBER (253) 872-5084

FAX NUMBER (253) 872-5041

DELIVERY: 1-2 weeks

STATE PURCHASING RESIDENT CERTIFICATION NO.: See attached

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): MIOX SALT (TABLE SALT GRADE)

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Washington }

COUNTY OF King }

I Michelle Wick, 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.

Michelle Wick
Signature

Subscribed and sworn to before me, this 14 day of August, 2015.

(SEAL)



Jennifer M. Ferras
Notary Public Signature

My Commission Expires: April 24, 2019

CITY OF LAS VEGAS
BID FORM

BID ITEM(S): MIOX SALT

A.	<u>Price Per Lbs.</u>	\$ <u>0.3041</u>
B.	<u>Price Per Bag</u>	\$ <u>15.205</u>
C.	<u>Price Per Ton</u>	\$ <u>608.20</u>
D.		\$
E.		\$
F.		\$
G.		\$
F.		\$
G.		\$
H.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
O.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
TOTAL		\$ <u>36,452.00</u>

* Minimum order 49 bags

Per 60 ton

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 or representative.

Signature _____

Date 8-14-15 _____

Municipal Specialist
Title (Position) _____

The City of Las Vegas Water Department is requesting sealed bids from qualified vendors for the purchase of salt to be used in the City's mixed oxidant make-up and feed system installed at its Water Treatment Plant. This system produces mixed oxidants from the electrolysis sodium chloride brine. Purity requirements for salt purchased under this procurement are as follows:

SALT CONTENT: Minimum NaCl content	$\geq 99.5\%$
Maximum Calcium content	$\leq 0.03\%$
Maximum Magnesium content	$\leq 0.02\%$

ALLOWED ADDITIVES: Sodium Hexametaphosphate (SHMP)

PROHIBITED ADDITIVES: Phosphoric acid and related rust inhibitors, anti-caking agents, detergents, citric acid, and or Yellow Prussiate of Soda (YPS).

Bidders shall include a certified copy of the most current chemical assay for the salt product on which their bid is based with their bid. This assay shall have been performed within twelve (12) months of the date of advertisement for this procurement.

GENERAL REQUIREMENTS:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. Salt shipments to be F.O.B., City of Las Vegas Water Filter Plant, Las Vegas, New Mexico 87701. Deliveries to be in palletted 50 lb. sacks. Individual purchases and deliveries to be 10 to 20 tons.
3. Successful bidder to give (1) one week notice to the City of Las Vegas Water Department prior to delivery.
4. Successful bidder agrees to make deliveries within (2) two weeks of notice.

NOTE: The City of Las Vegas Water Department expects to purchase between 40 to 60 tons of salt, as specified, over the course of the year. The City, however reserves the right to adjust the quantity purchased to that which is actually needed for its Water Treatment Plant Operations.



Technical Information
**Diamond Crystal® Pellets
 with Softener Care Additive**

DESCRIPTION:

Diamond Crystal® Pellets with Softener Care Additive are compacted, pillow-shaped briquettes of sodium chloride which has been manufactured under stringent process control procedures by vacuum evaporation of raw, untreated brine. The salt is obtained from underground deposits by deep well solution mining.

COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resins by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride B200. It is also certified to A-I-SUNSF Standard 60.

ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (SHMP), which improves the product's resistance to caking and bridging (U.S. Patent No. 4,992,308). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

APPLICATIONS:

Diamond Crystal® Pellets with Softener Care Additive are intended for use in regenerating ion-exchange resin in both household and commercial water softeners, and can be utilized effectively in all types of water softening units. Under normal use, the specific size, shape, and density of this product resists caking, bridging and clumping to provide excellent percolation and brine formation. The product is virtually 100% water soluble. This eliminates messy tank cleaning, providing efficient operation of the water softening unit.

PACKAGING AND STORAGE:

Diamond Crystal® Pellets with Softener Care Additive are available only in 40lb., 50lb. and 80lb. polyethylene bags for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, AWWA B200-93 and Cargill

OTHER PROPERTIES:

Diamond Crystal® Pellets with Softener Care Additive contain no known allergens, and exhibit virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.90	99.80 min.
Calcium & Magnesium (as Ca)	%	0.03	-
Sulfate (as SO ₄)	%	0.06	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	-	0.5 max.
Iron (as free Fe)	ppm	-	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	5	100 max.

¹By difference of impurities.

²110°C for 2 hours

SEIVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2	0.250	6350	97	95 min.
Fan	-	-	3	5 max.

Note: Sieve analysis is reported as percent retained.



Certified to
ANSI/NSF 61

PRODUCING LOCATION: HUTCHINSON, KS
 No. 3402 Revised September 2002

CARGILL SALT
 P O Box 5611
 Minneapolis, MN 55440
 1-888-385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data heretofore presented are made without guaranty, warranty or responsibility of any kind on our part.

Material Safety Data Sheet

Provided by:

DPC Industries, Inc. DX Distributors, Inc.
DPC Enterprises DX Systems Company
DXI Industries, Inc. DX Terminals

PO Box 24600
Houston, Tx 77229-4600
281-457-4888
www.digroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name SODIUM CHLORIDE
Synonyms SALT, FLOUR SALT
Chemical Name SODIUM CHLORIDE

Emergency phone: 281-457-4888
Chemtrec: 800-424-9300

Date of Issue: 01/09/01
Revised Date: N/A

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	>99%	7647-14-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLI: NOT ESTABLISHED
Eye Contact: CONTACT MAY CAUSE EYE IRRITATION
Skin Contact: FREQUENT OR PROLONGED CONTACT MAY IRRITATE THE SKIN AND CAUSE A SKIN RASH (DERMATITIS).
Ingestion: MAY CAUSE DIGESTIVE TRACT IRRITATION WITH SYMPTOMS INCLUDING NAUSEA, DIARRHEA, VOMITING, AND ABDOMINAL PAIN
Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT
Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.
Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.
Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION.
Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON!

SECTION 5 - FIRE FIGHTING MEASURES

<i>Flash Point</i>	NONFLAMMABLE
<i>Extinguishing Media</i>	USE MEDIA APPROPRIATE FOR SURROUNDING AREA
<i>Special Firefighting Procedures/Precautions</i>	WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. STAY UPWIND AND KEEP OUT OF LOW AREAS

SECTION 6 - ACCIDENTAL RELEASE MEASURES

<i>For Spill:</i>	AVOID INHALATION OF DUST. SWEEP UP MATERIAL AND PLACE IN CONTAINERS FOR DISPOSAL PREVENT MATERIAL FROM ENTERING WATERWAYS OR SEWERS.
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SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area away from direct sunlight, heat and incompatible materials. Protect containers from physical damage.

AVOID GENERATION OF DUSTS AND MISTS

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

<i>Respiratory Protection</i>	USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS
<i>Ventilation</i>	LOCAL AND MECHANICAL RECOMMENDED
<i>Protective Gloves</i>	CHEMICAL IMPERVIOUS GLOVES
<i>Eye/Face Protection</i>	CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD
<i>Other Protection</i>	CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC
<i>Work Practices</i>	USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

<i>Boiling Point (°F):</i>	2575	<i>Vapor Pressure (mmHg):</i>	1 (@1589 F)
<i>Freezing Point (°F):</i>	NOT APPLICABLE	<i>Vapor Density (air=1):</i>	NOT APPLICABLE
<i>Solubility (H₂O):</i>	SOLUBLE	<i>Specific Gravity (H₂O=1):</i>	2.165
<i>pH</i>	7	<i>Evaporation Rate:</i>	NOT DETERMINED
<i>Appearance/Odor:</i>	COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR		

SECTION 10 - STABILITY AND REACTIVITY

<i>Chemical Stability:</i>	YES
<i>Incompatible Materials:</i>	WILL REACT WITH STRONG ACIDS AND STRONG OXIDIZING AGENTS.
<i>Decomposition Products:</i>	NONE KNOWN
<i>Hazardous Polymerization:</i>	WILL NOT OCCUR

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 3000 mg/kg SKIN (rabbit) = 500 mg/24hr

SECTION 12 - ECOLOGICAL INFORMATION

NO DATA AVAILABLE

SECTION 13 - DISPOSAL CONSIDERATIONS

DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UN/NA Number:

Packing Group:

Subsidiary Hazard:

Marine Pollutant: (H)

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313: (H)

SARA Extremely Hazardous Substance: (H)

HMS HAZARD RATING

Health: 1 Fire: 0 Reactivity: 0
0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60): NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

DISCLAIMER

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.

MORTON SALT
Morton Salt, Inc.



Certificate of Analysis

F11284000G 50Lb Culinox 999 Paper

Univar - Los Angeles
2600 Garfield Ave
Los Angeles CA 90040
USA

04-AUG-2015
NEWARK
Corina Barragan-Perez
Quality Control

Page 1/1

Manufacturer:	Morton Salt, Inc.	Morton Batch No.:	NW15160007
Morton Order No.:	5100817826	Manufact. Date:	09-JUN-2015
Cust. Order No.:	LA-824488		
Delivery /-Item No:	5201741361 / 900003		
Quantity:	98 BAG	Shipping date:	03-AUG-2015

General information:

This product meets the tolerances for Food Grade Salt as published in the Food Chemical Codex latest edition. It has been manufactured in compliance with all applicable parts of the Good Manufacturing Practice Regulations for foods as set forth in 21 CFR Part 110 and Canadian Food and Drugs Act and Regulations. Product does not contain any of the eleven major food allergens, glutes, or sulfite >10ppm. Product does not contain genetically modified organisms and is not of animal origin. Salt is chemically stable and does not deteriorate over time.

Parameter	Result
Arsenic	<1.0 ppm
Calcium & Magnesium as Calcium	10 ppm
Copper	0.11 ppm
Iron - Free	0.1 ppm
Heavy Metals as Lead	<2.0 ppm
Insoluble Matter (ppm)	26 ppm
Moisture - Surface	0.003 %
Sodium Chloride	99.98 %
Sulfate	0.009 %
Bulk Density (lb/ft ³)	72.0 lb/ft ³
USS #100 (150µm) Retained	0 %
USS #20 (850µm) Retained	0 %
USS #30 (600µm) Retained	17 %
USS #40 (425µm) Retained	78 %
USS #50 (300µm) Retained	6 %
USS #70 (212µm) Retained	0 %
USS PAN	0 %
Cumulative Passing USS 70	0 %

Shipping Plant: 1961 Stearman Ave , Hayward, CA, 94545-1019

Electronically released by Corina Barragan-Perez Senior QA Lab Technician on 12-JUN-2015

This certificate does not relieve the purchaser from examining the product upon delivery and gives no assurance of suitability of the product for any particular purpose.

Safety Data Sheet

MORTON SALT, INC.

A K+S Group Company

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

- **Common Salt without Additives**

Synonyms

- All Purpose Natural Sea Salt; All Purpose Purex Salt; Bunny Spool (Plain Salt); California Pure Coarse Sea Salt; California Pure Fine Sea Salt; California Pure Medium Sea Salt; Canning & Pickling Salt; Commercial Grade, Water Softening Pellets; Culinox 999 Chemical Grade Salt; Culinox 999 Fine Salt; Culinox 999 Food Grade Salt; Evaporated Granulated Salt; Evaporated Salt Pellets; Feed Mixing Salt, Northern Rock, F & R; Fine Mixing Salt; H.G. Blending Salt; Hay & Stock Salt, F&R; Industrial Crude Solar Salt; KD Crude Solar Salt; Kleer Fine Salt; Kleer Granulated Salt; Mill Run Salt; Natural Coarse Sea Salt; Northern Fine +20 Rock Salt; Plain Salt Block; Plain Salt Brick; Pool Salt; Professional's Choice Pool Salt; Purex Salt; Purex Select Salt; Reagent Grade Sodium Chloride; Refined Sea Salt; Rock Pretzel Salt; Rock Salt for Making Ice Cream; Safe-T-Salt (bagged w/o YPS); Sea Salt Grinder; Sea Salt Grinder Reill; Select Extra Coarse Rock Salt; Service Pack Salt (all); Ship n' Shore Rock Salt; Solar Salt Water Softening Crystals; Stock Salt; USP Sodium Chloride; Valu-Soft Solar Salt; Water Softening Salt (Undried) Coarse; Water Softening Salt (Undried) Extra Coarse; White Crystal Brine Block (50 lb); White Crystal Rock Salt (all); White Crystal Solar Salt (all); White Crystal Water Softening Solar Salt (all)

CAS Number

- 7647-14-5

Product Code

- MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s)

- Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock – see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer

- Morton Salt, Inc.
123 N. Wacker Drive
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer

- 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

- CLP
 - Classification criteria not met
- DSD/DPD
 - Classification criteria not met

2.2 Label Elements

- CLP
 - Hazard statements
 - No label element(s) specifically required
- DSD/DPD
 - Risk phrases
 - No label element(s) specifically required

2.3 Other Hazards

- CLP
 - According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.
- DSD/DPD
 - This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

- OSHA HCS 2012
 - Classification criteria not met

2.2 Label elements

- OSHA HCS 2012
 - Hazard statements
 - No label element(s) specifically required

2.3 Other hazards

- OSHA HCS 2012
 - This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

- WHMIS
 - Classification criteria not met

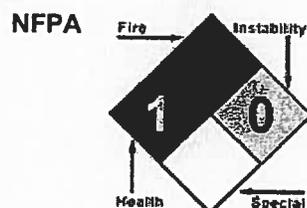
2.2 Label elements

- WHMIS
 - No label element(s) specifically required

2.3 Other hazards

- WHMIS
 - In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Non-Hazardous Components					
Chemical Name	Identifiers	%(weight)	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	> 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation

- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

Skin

- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

Eye

- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.

Ingestion

- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media • Material is non-combustible. In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media • No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards • No unusual fire or explosion hazards known.

Hazardous Combustion Products • No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures

- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents.

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines

- No applicable exposure limits available for product or components.

8.2 Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms

-  

Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

- Skin/Body**
- Wear appropriate gloves.
- General Industrial Hygiene Considerations**
- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.
- Environmental Exposure Controls**
- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless to white crystalline or compressed block/pellet.
Color	Colorless to White.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 to 1461 C(2575.4 to 2661.8 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	7 Approximately
Specific Gravity/Relative Density	2.165 Water=1	Bulk Density	Variable
Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	Viscosity	Not relevant
Explosive Properties	Not relevant.	Oxidizing Properties:	Not relevant.
Volatility			
Vapor Pressure	Not relevant	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Component Name	CAS	Data
Sodium chloride (> 99%)	7647-14-5	Acute Toxicity: orl-rat LD50:3000 mg/kg
GHS Properties	Classification	
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met	

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

- Acute (Immediate)**
 - Based upon practical use and experience using this product eye irritation is not expected to occur.
- Chronic (Delayed)**
 - No data available.

Ingestion

- Acute (Immediate)**
 - Ingestion may cause the following symptoms - diarrhea.
- Chronic (Delayed)**
 - No data available.

Key to abbreviations
LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

- Product waste**
 - Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Packaging waste**
 - Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/MDG	NDA	Not regulated	NDA	NDA	NDA

IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA
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14.6 Special precautions for user • None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes

Canada

Labor
 Canada - WHMIS - Classifications of Substances

- Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment
 Canada - CEPA - Priority Substances List

- Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other
 EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

- Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

- Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

U.S. - Rhode Island - Hazardous Substance List

- Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

- Last Revision Date** • 03/June/2013
Preparation Date • 09/August/2012

Disclaimer/Statement of Liability

- The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/26/15

DEPT: Utilities Dept.

MEETING DATE: 09/09/15

DISCUSSION ITEM/TOPIC: Award request for bids # 2016-09 for Zeamway line extension materials as a multiple source award to Baker Utility Supply, HD Supply Water Works and Ferguson Water Works.

BACKGROUND/RATIONALE: This project will include installation of approximately 1200 feet of 6" water line along Zeamway to be able to provide water to each resident. We would like to award to all bidders as prices are lower on different materials for each vendor.

Advertised: 07/31/15; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: August 19, 2015
Number of Bidders: 3
Lowest Bidder: HD Supply Water Works – \$15,492.53
Baker Utility Supply – \$15,843.34
Ferguson Water Works – \$17,035.22
Funding Source: City Budget
Budget Line Item: 646-0000-650-8759

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.

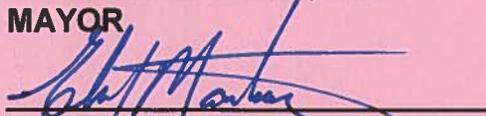


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Zeamway
 PROJECT NUMBER: _____
 PROJECT MANAGER: Marvin Cordova

ENGINEER: City
 CONTRACT NUMBER: N/A

PROJECT DESCRIPTION:

Installation of approximately 1200 feet of 6" water line along zeamway to provide water to residents.

TIMELINE: August to December 2015

FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date ('15)	Est. BAL to Expend in '16
City \$17,000.00	Design	Design \$ 0	Design \$ 0
State	Materials \$ 15,221.04	Materials \$ 0.00	Materials \$ 15,221.04
Federal _____	Construction _____	Const \$0.00	Construction \$ 0
Total Funds \$0.00	Total w/ GRT \$0.00	Total w/GRT \$0.00	Total w/GRT \$ 0.00

BUDGETED AMOUNT: \$17,000.00

LINE ITEM NUMBER: 646-0000-650-8759

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City \$	
	Grant \$	
	Loan \$ _____	
	Total \$	
Authorized Ordinance		
RFP		
Engineering Services Agreement	Contract# _____ Task Order# _____ \$ _____	
Engineering Estimate	Total Engineer's Estimate \$ _____	
Bid Document Review	Bid # 2016-09	
Advertisement	Abq Journal, LV Optic	7/31/15
Bid Opening	Purchasing Office	8/19/15
Bid Tabulation	Contractor <u>Ferguson</u> Amount <u>17,035.22</u>	
	Contractor <u>HD Supply</u> Amount <u>15,492.53</u>	
	Contractor <u>Baker Utility</u> Amount <u>15,843.34</u>	
	Contractor _____ Amount _____	
Construction Estimate	Contractor Share \$ _____ (Including NMGRT)	
	City Share \$ _____	
Engineer's Recommendation	Contractor _____	
Staff Recommendation	Multiple Awards to all three vendors	8/27/15
Committee Recommendation	Item discussed at Utility Advisory Committee-recommendation for approval.	9/8/15
Council Approval	Item taken to City Council Workshop for discussion	9/9/15
	Item taken to City Council for approval	9/16/15
Notice To Proceed		

**Zeamway Line Extension
Bid Tabulation**

	Item	Unit	Qty	Ferguson Price Each	Ferguson Net Price	HD Supply Price Each	HD Supply Net Price	Baker Price Each	Baker Net Price
A	6" C-900 PVC Pipe, Blue	FT	1200	\$ 3.94	\$ 4,728.00	\$ 3.60	\$ 4,320.00	\$ 3.85	\$ 4,620.00
B	6" Ductile Iron Pipe	FT	80	\$ 12.62	\$ 1,009.60	\$ 11.09	\$ 998.10	\$ 11.40	\$ 912.00
C	6"x6"x6" Tee, FL	EA	2	\$ 179.40	\$ 358.80	\$ 188.96	\$ 377.92	\$ 179.00	\$ 358.00
D	6" Gate Valve, FL x MJ	EA	2	\$ 492.69	\$ 985.38	\$ 495.15	\$ 990.30	\$ 475.00	\$ 950.00
E	Fire Hydrant	EA	2	\$ 1,797.20	\$ 3,594.40	\$ 1,673.34	\$ 3,346.68	\$ 1,650.00	\$ 3,300.00
F	Valve Can (Top/Btm/Lid)	EA	2	\$ 56.26	\$ 112.52	\$ 70.03	\$ 140.06	\$ 59.95	\$ 119.90
G	6" 45° ELLS, MJ	EA	4	\$ 56.35	\$ 225.40	\$ 59.78	\$ 239.12	\$ 51.50	\$ 206.00
H	6" Mega Lug	EA	10	\$ 26.13	\$ 261.25	\$ 27.20	\$ 272.00	\$ 27.95	\$ 279.50
I	6" MJ Skin Pack	EA	10	\$ 11.54	\$ 115.40	\$ 10.21	\$ 102.10	\$ 9.75	\$ 97.50
J	6" MJ Cap (w/2" threaded end)	EA	1	\$ 44.85	\$ 44.85	\$ 47.58	\$ 47.58	\$ 42.00	\$ 42.00
K	2" Air/Vac Valve	EA	1	\$ 495.00	\$ 495.00	\$ 415.91	\$ 415.91	\$ 575.00	\$ 575.00
L	6" x 2" Saddle Tap, SS, Female Thread	EA	1	\$ 61.14	\$ 61.14	\$ 70.05	\$ 70.05	\$ 48.95	\$ 48.95
M	2" Ball Valve, Threaded	EA	2	\$ 80.81	\$ 161.62	\$ 56.55	\$ 113.10	\$ 44.55	\$ 89.10
N	2" x 2' Galv. Pipe (Threaded one end)	EA	1	\$ 27.84	\$ 27.84	\$ 14.75	\$ 14.75	\$ 22.00	\$ 22.00
O	Air/Vac Vault 48"x60"x60"D, fiberglass (non-traffic)	EA	1	\$ 3,291.65	\$ 3,291.65	\$ 2,699.58	\$ 2,699.58	\$ 2,895.00	\$ 2,895.00
P	Tracer Wire - Water	FT	1500	\$ 0.14	\$ 210.00	\$ 0.18	\$ 270.00	\$ 0.12	\$ 174.00
Q	Caution Tape - Water	FT	1500	\$ 0.14	\$ 210.00	\$ 0.01	\$ 28.00	\$ 0.06	\$ 92.00

Subtotal (All Items)	\$ 15,892.84
Subtotal (To be awarded)	\$ 373.77
Shipping	\$ -
Tax	\$ 29.90
Total:	\$ 403.67

Subtotal (All Items)	\$ 14,445.25
Subtotal (To be awarded)	\$ 7,450.24
Shipping	\$ -
Tax	\$ 596.02
Total:	\$ 8,046.26

Subtotal (All Items)	\$ 14,780.95
Subtotal (To be awarded)	\$ 6,269.55
Shipping	\$ -
Tax	\$ 501.56
Total:	\$ 6,771.11

Quoted on 90 feet of pipe instead of 80
Wrong item quoted

Prepared by Don Cole
Reviewed by Maria Gilvarry

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 19-Aug-2015

TIME: 2:00PM

OPENING NO.: 2016-04

DEPARTMENT: UTILITIES/PROJECT MANAGEMEN

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

ITEM(S): **MATERIALS FOR ZEAMWAY LINE EXTENSION**

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FOI
1 Ferguson Waterworks +GRT	17,035.20		✓	✓
2 HD Supply Waterworks +GRT	16,492.50		✓	✓
3 Baker Utility Supply +GRT	15,843.34		✓	✓
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	CLV
2 <i>[Signature]</i>	UTILITIES - Project Mgmt
3	
4	
5	
6	
7	
8	
9	
0	

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE: _____

COPIES TAKEN BY:

DATE: 8/19/15

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 8.19.15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., AUGUST 11 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Materials for Zeamway Line Extension

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

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : City of Las Vegas 1700 North Grand Ave. 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: Materials for Zeamway Line Extension, Opening No. 2016-09; 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,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAPOYA-DORDOVA, PURCHASING OFFICER

Opening No. 2016-09

Date Issued: 7-27-15

Date Issued: Published:

Albuquerque Journal July 31 2015
Las Vegas Optic July 31 2015
City website: www.lasvegasnm.gov

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 2:00 pm, August 19, 2015 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 September, 2015. 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: _____
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): _____

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.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Materials for Zeamway Line Extension

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, of lawful age, being of first duty 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.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

**Zeamway Line Extension
Bid Specifications**

	Item	Unit	Qty	Price per Unit	Net Price
A	6" C-900 PVC Pipe, Blue	FT	1200		
B	6" Ductile Iron Pipe	FT	80		
C	6"x6"x6" Tee, FL	EA	2		
D	6" Gate Valve, FL x MJ	EA	2		
E	Fire Hydrant	EA	2		
F	Valve Can (Top/Btm/Lid)	EA	2		
G	6" 45 ELLS, MJ	EA	4		
H	6" Mega Lug	EA	10		
I	6" MJ Skin Pack	EA	10		
J	6" MJ Cap (w/2" threaded end)	EA	1		
K	2" Air/Vac Valve	EA	1		
L	6" x 2" Saddle Tap, SS, Female Thread	EA	1		
M	2" Ball Valve, Threaded	EA	2		
N	2" x 2' Galv. Pipe (Threaded one end)	EA	1		
O	Air/Vac Vault 48"x60"x60"D, fiberglass (non-traffic)	EA	1		
P	Tracer Wire - Water	FT	1500		
Q	Caution Tape - Water	FT	1500		

Shipping		
Tax		
Total:		

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)

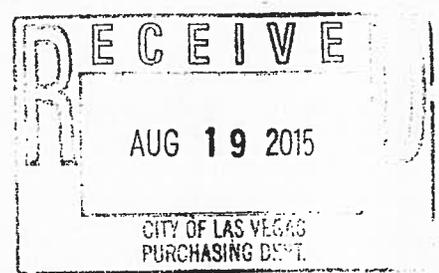
-OR-

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

Signature

Date

Title (Position)



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., August 19 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Materials for Zeamway Line Extension

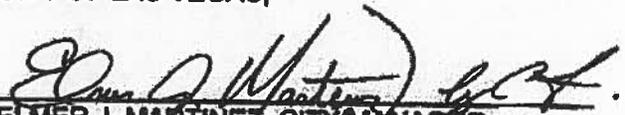
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

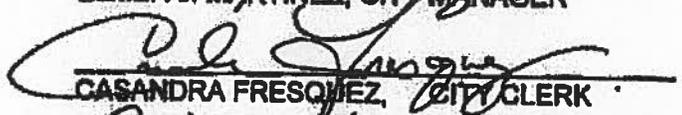
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

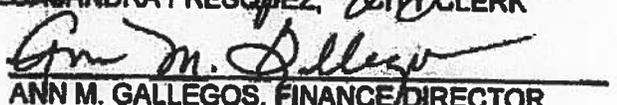
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Materials for Zeamway Line Extension, Opening No. 2016-09; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their 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.

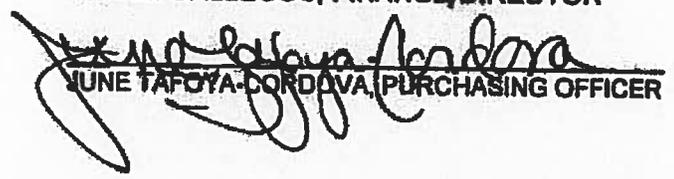
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

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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.

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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: 54 1211771
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): 02-306826-00-4

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.

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SPECIAL NOTICE

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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

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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

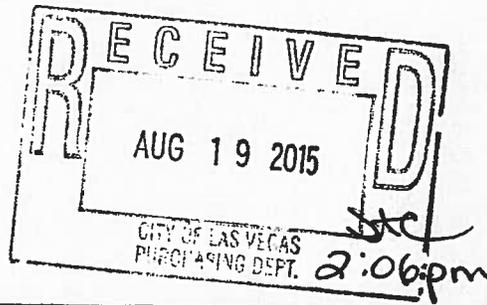
This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

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.



BIDDER INFORMATION

BIDDER: Ferguson Water Works
AUTHORIZED AGENT: Victor Gonzales
ADDRESS: 801 Candelaria NE Albuquerque, NM 87107
TELEPHONE NUMBER (505) 449-4900
FAX NUMBER (505) 341-1755
DELIVERY: 3-5 weeks.
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____
BID ITEM (S): Materials for Zeemway Line Extension

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

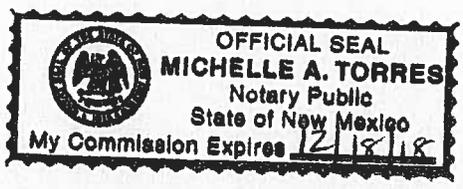
STATE OF _____ }
COUNTY OF _____ }

I Victor Gonzales, 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.

Subscribed and sworn to before me, this 13 day of August, 2015.

[Signature]
Signature
Michelle A Jones
Notary Public Signature
My Commission Expires: 12/18/18

(SEAL)



**Zeamway Line Extension
Bid Specifications**

	Item	Unit	Qty	Price per Unit	Net Price
A	6" C-900 PVC Pipe, Blue	FT	1200	\$3.94	\$4728.00
B	6" Ductile Iron Pipe	FT	80	\$12.62	\$1009.60
C	6"x6"x6" Tee, FL	EA	2	\$179.40	\$358.80
D	6" Gate Valve, FL x MJ	EA	2	\$492.69	\$985.38
E	Fire Hydrant	EA	2	\$1797.20	\$3594.40
F	Valve Can (Top/Btm/Lid)	EA	2	\$56.26	\$112.52
G	6" 45 ELLS, MJ	EA	4	\$56.35	\$225.40
H	6" Mega Lug	EA	10	\$26.125	\$261.25
I	6" MJ Skin Pack	EA	10	\$11.54	\$115.40
J	6" MJ Cap (w/2" threaded end)	EA	1	\$44.85	\$44.85
K	2" Air/Vac Valve	EA	1	\$495.00	\$495.00
L	6" x 2" Saddle Tap, SS, Female Thread	EA	1	\$61.135	\$61.14
M	2" Ball Valve, Threaded	EA	2	\$80.81	\$161.62
N	2" x 2' Galv. Pipe (Threaded one end)	EA	1	\$27.838	\$27.84
O	Air/Vac Vault 48"x60"x60"D, fiberglass (non-traffic)	EA	1	\$3291.65	\$3291.65
P	Tracer Wire - Water	FT	1500	\$0.14	\$210.00
Q	Caution Tape - Water	FT	1500	\$0.14	\$210.00

Shipping		\$0.00
Tax		\$1142.37
Total:		\$17035.22

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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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 or representative.



Signature

8-14-2015

Date

Title (Position)



FERGUSON WATERWORKS #1931
 801 CANDELARIA ROAD NE
 ALBUQUERQUE, NM 87107-2120

Deliver To:
 From: Victor Gonzales
 Comments:

12:15:50 AUG 13 2015

FERGUSON WATERWORKS #3083

Page # 1

Price Quotation

Phone : 505-449-4900

Fax : 505-341-1755

Bid No.....: B231406

Bid Date.....: 08/10/15

Quoted By.: VMG

Cust Phone: 505-454-1401

Terms.....: NET 10TH PROX

Customer: CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS, NM 87701

Ship To: CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS, NM 87701

Cust PO#...:

Job Name: ZEAMWAY LINE EXT

Item	Description	Quantity	Net Price	UM	Total
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	1200	3.940	FT	4728.00
AFT350PU	6 CL350 CL DI FASTITE PIPE	80	12.620	FT	1009.60
FTU	6 DI 125# C110 FLG TEE	2	179.400	EA	358.80
CF6106LAUOL	6 FLG X MJ RW OL GATE VLV L/A	2	492.690	EA	985.38
CF2545514R6MJLNST	5-1/4 VO F2545 HYD 4'6 OL L/A ABQ CLOW HYD QUOTED	2	1797.200	EA	3594.40
IVBLIDW	5-1/4 CI VLV BX LID WTR	2	6.480	EA	12.96
IVBSBS36	36 SC VLV BX BOT SECT	2	32.050	EA	64.10
IVBSTS16	16 SC VLV BX TOP SECT	2	17.730	EA	35.46
MJ4LAU	6 MJ C153 45 BEND L/A	4	56.350	EA	225.40
SSLCE6	6 PVC WDG REST GLND *ONELOK	10	26.125	EA	261.25
IMJBGPU	6 MJ C153 BOLT GSKT PK L/ GLAND	10	11.540	EA	115.40
MJTCAPLAUK	6X2 MJ C153 TAP CAP L/A	1	44.850	EA	44.85
CUL20	2 AIR & VAC VLV	1	495.000	EA	495.00
R202S076072	6X2 IP DBL SS STRP SDL 6.63-7.60	1	61.135	EA	61.14
FNWX420K	*TRN LF 2 BRS 600# THRD BV NO GAS C	2	80.810	EA	161.62
IGNK30	2X30 GALV RDY CUT PIPE CUT TO SIZE NEEDED. QUOTED 6" OVER TO COVER THREAD LENGTH	1	27.838	EA	27.84
SP-4860MTRVLT	48X60X60 MTR VAULT 25-30 WORKING DAYS TO SHIP	1	3291.650	EA	3291.65
C545020505	12GA 500 FT IRR UGF WIRE GRN	1500	140.000	M	210.00
C545020506	12GA 500 FT IRR UGF WIRE BLUE	1500	140.000	M	210.00



FERGUSON WATERWORKS #3083

Price Quotation

Page # 2

12:15:50 AUG 13 2015

Phone : 505-449-4900

Fax : 505-341-1755

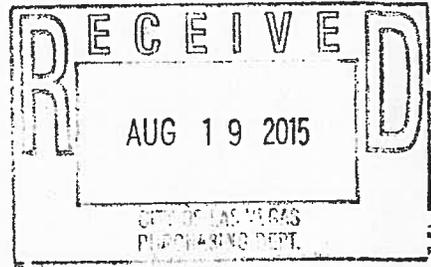
Reference No: B231406

Net Total:	\$15892.85
Tax:	\$1142.37
Freight:	\$0.00
Total:	\$17035.22

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HD Supply



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., AUGUST 19 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Materials for Zeamway Line Extension

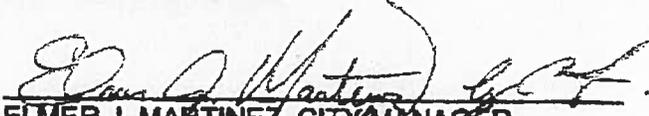
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

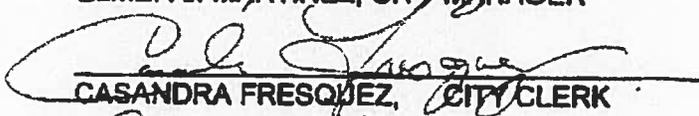
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

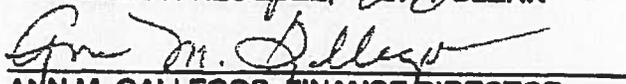
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Materials for Zeamway Line Extension, Opening No. 2016-09; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their 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.

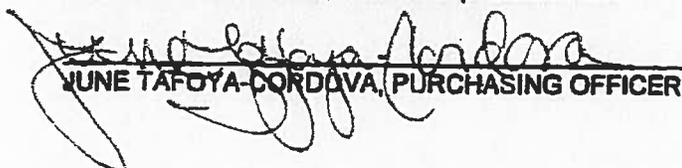
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-09

Date Issued: 7-27-15

Date Issued: Published: Albuquerque Journal July 31 2015
Las Vegas Optic July 31 2015
City website: www.lasvegasnm.gov

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 2:00 pm, August 19, 2015 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 September, 2015. 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: 03-0550887

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): 03-031498-004

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.

BIDDER INFORMATION

BIDDER: H D Supply Waterworks Ltd.

AUTHORIZED AGENT: Terri Baker

ADDRESS: 6135 2nd Street NW, Albuquerque, NM 87107

TELEPHONE NUMBER (505) 301-0511

FAX NUMBER (505) 344-0350

DELIVERY: 10-14 days ARO

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0784116032

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Materials for Zeamway Line Extension

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Sandoval

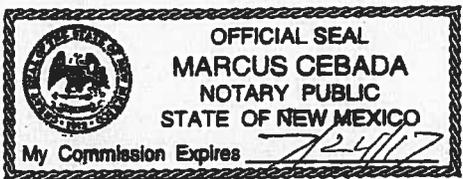
I Terri Baker, of lawful age, being of first duty sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed 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.

Terri Baker
Signature

Subscribed and sworn to before me, this 19 day of August, 2015.

(SEAL)

[Signature]
Notary Public Signature
My Commission Expires: 7/24/17



**Zeamway Line Extension
Bid Specifications**

	Item	Unit	Qty	Price per Unit	Net Price
A	6" C-900 PVC Pipe, Blue	FT	1200	3.60	4320.00
B	6" Ductile Iron Pipe 6" x 18'	FT	8590	11.09	998.10
C	6"x6"x6" Tee, FL	EA	2	188.96	377.92
D	6" Gate Valve, FL x MJ	EA	2	495.15	990.30
E	Fire Hydrant 5' Bury	EA	2	1673.34	3346.68
F	Valve Can (Top/Btm/Lid)	EA	2	70.03	140.06
G	6" 45 ELLS, MJ	EA	4	59.78	239.12
H	6" Mega Lug	EA	10	27.20	272.00
I	6" MJ Skin Pack	EA	10	10.21	102.10
J	6" MJ Cap (w/2" threaded end)	EA	1	47.58	47.58
K	2" Air/Vac Valve	EA	1	415.91	415.91
L	6" x 2" Saddle Tap, SS, Female Thread	EA	1	70.05	70.05
M	2" Ball Valve, Threaded	EA	2	56.55	113.10
N	2" x 2' Galv. Pipe (Threaded one end)	EA	1	14.75	14.75
O	Air/Vac Vault 48"x60"x60"D, fiberglass (non-traffic)	EA	1	2699.58	2699.58
P	Tracer Wire - Water	FT	1500	.18	270.00
Q	Caution Tape - Water 2" x 1000'	FT	1500	.014	21.00

8000'

Shipping		
Tax		1047.28
Total:		15,492.53

10

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.

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

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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.

Terri Baker

Signature

08/18/2015

Date

Municipal Account Manager

Title (Position)

Run Date 8/18/15

HD SUPPLY WATERWORKS, LTD.

Entered by: 2TB

CITY OF LAS VEGAS

STOCK-ALBUQUERQUE

ATTN: CARMEN TAFOYA

1700 N GRAND AVE

LAS VEGAS

NM 87701

Telephone: 505-454-1401

Fax: 505-425-7335

ALBUQUERQUE-E NM

6135 Second Street NW

Albuquerque NM 87107

Telephone: 505-344-0223

Fax: 505-344-0350

Attention: DON COLE

8/17/15 Bid ID: 4298871 LAS VEGAS - ZEAMWAY LINE EXTENSION

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
10	1200	FT	6 C900 DR18 PVC PIPE (G) MARKINGS PC150 OR PC235	3.60	4,320.00
20	90	FT	6 TJ PR350 CL50 DI PIPE C/L	11.09	998.10
30	2	EA	6X6 FLG TEE(I) C/L PRIMED DI C110	188.96	377.92
40	2	EA	6 A2360-19 MJXF RW GV OL L/ACC	495.15	990.30
50	2	EA	A423 5-1/4VO HYD 5'0"B 6MJ 3WA PURPLE - REUSE	1,673.34	3,346.68
60	2	EA	564-S VLV BOX WTR COMP IMP	70.03	140.06
70	4	EA	6 MJ 45 BEND (I) CP DI C153	59.78	239.12
80	10	EA	6 EBAA MEGALUG C900&IPS 2006PV RED	27.20	272.00
90	10	EA	6 MJ BOLT & GSKT KIT	10.21	102.10
100	10	EA	6 MJ REGULAR GASKET F/DI		
110	60	EA	3/4X3-1/2 COR-TEN T-HEAD B&N		
120	1	EA	6X2 MJ TAPT CAP (I) CP DI C153	47.58	47.58
130	1	EA	2 VALMATIC 102S AIR/VAC VALVE 300 PSI	415.91	415.91
140	1	EA	DR2S0659IP200 D/S SAD 6X2IP 6.59-7.37 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	70.05	70.05
150	2	EA	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	56.55	113.10
160	1	EA	2"X24" GALV PIPE IMP TH X PE	14.75	14.75
170	1	EA	ARMORCAST A6001447AX60 48X60X60 FRP NON-TORSION VAULT ASSEMBLY	2,699.58	2,699.58
200	1500	FT	10GA BLUE TRACE WIRE 500' COIL COPPERHEAD	.18	270.00
210	2	EA	2X1000' DET TAPE WATER	14.00	28.00

Subtotal: 14,445.25

Tax: 1,047.28

Bid Total: 15,492.53

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., ~~August 19~~ 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Materials for Zeamway Line Extension

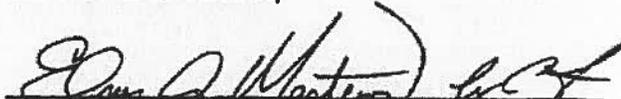
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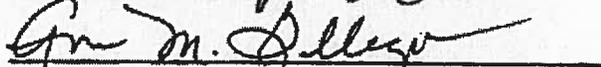
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Materials for Zeamway Line Extension, Opening No. 2016-09; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their 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.

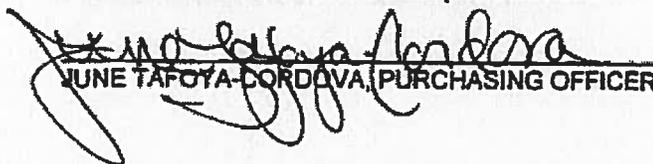
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-LORDOVA, PURCHASING OFFICER

Opening No 2016-09

Date Issued: 7-27-15

Date Issued: Published: Albuquerque Journal July 31 2015
Las Vegas Optic July 31 2015
City website: www.lasvegasm.gov

**Zeamway Line Extension
Bid Specifications**

	Item	Unit	Qty	Price per Unit	Net Price
A	6" C-900 PVC Pipe, Blue	FT	1200	3.85	4,620
B	6" Ductile Iron Pipe	FT	80	11.40	912
C	6"x6"x6" Tee, FL	EA	2	179	358
D	6" Gate Valve, FL x MJ	EA	2	475	950
E	Fire Hydrant	EA	2	1650	3300
F	Valve Can (Top/Btm/Lid)	EA	2	59.95	119.90
G	6" 45 ELLS, MJ	EA	4	51.50	206
H	6" Mega Lug	EA	10	27.95	279.50
I	6" MJ Skin Pack	EA	10	9.75	97.50
J	6" MJ Cap (w/2" threaded end)	EA	1	42.00	42
K	2" Air/Vac Valve	EA	1	575.00	575
L	6" x 2" Saddle Tap, SS, Female Thread	EA	1	48.95	48.95
M	2" Ball Valve, Threaded	EA	2	44.55	89.10
N	2" x 2' Galv. Pipe (Threaded one end)	EA	1	22.00	22
O	Air/Vac Vault 48"x60"x60"D, fiberglass (non-traffic)	EA	1	2,895	2,895
P	Tracer Wire - Water	FT	1500	58.00	174.00
Q	Caution Tape - Water	FT	1500	46.00	72.00

Shipping		
Tax		
Total:		



BAKER UTILITY SUPPLY CORP.

4320 2nd Street, N.W.

Albuquerque, New Mexico 87107-4038

(505) 884-0990

Toll Free in N.M. 1 (800) 262-9337

FAX (505) 881-4615

12:54 PM, 7/8/2015



4320 2nd St. NW
 Albuquerque, New Mexico 87107
 (505) 884-0990
 Toll Free in N.M. 1 (800) 262-9337
 FAX (505) 881-4615

Estimate	029885
Date	8/14/2015
Page	1

**PLEASE DO NOT
 PAY FROM THIS
 SALES ORDER**

Bill To:

LAS VEGAS, CITY OF
 ATTN: IRENE ARCHULETA
 905 12TH ST
 LAS VEGAS NM 87701

Ship To:

LAS VEGAS, CITY OF

Purchase Order No.	Account Number	Ordered By	Job Name / Number	Ship Via	Exp. Date	Salesperson
BID 2016-09	AL4541401	BID 2016-09	ZEAMWAY LINE EXTENS	BT	8/14/2015	DM
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1,200	DR18-0600	C-900 PIPE 06" x 20' DR18 CL235	LF	\$3.85	\$4,620.00	
80	DITJ-0600	DI PIPE 06" TJ CLASS 350	LF	\$11.40	\$912.00	
2	FFTE-0606	FLxFL TEE 06x06 DI C110	EA	\$179.00	\$358.00	
2	NS-GVRW-KNDY-MF06	NS RW GATE VALVE 06.0" MJxFL W/ 2" OP NUT OL	EA	\$475.00	\$950.00	
2	FHKY-N8150	KENNEDY #K-81D 5' - 0" 6" MJ 5-1/4" FIRE HYDRANT 3-WAY "RED" WE	EA	\$1,650.00	\$3,300.00	
2	NS-VBTY-564S-HD	NS VLV BOX SCREW 39-50 IMPORT 16T TOP, 36B BTM AND DROP LID	EA	\$59.95	\$119.90	
4	MJFB-0606	MJXMJ 45 BEND 06" CL-153 ASSY NOT INCLUDED BILLING WEIGHT=7	EA	\$51.50	\$206.00	
10	UFR1500-C06	MEGA LUG 6" FOR C-900 PIPE(RED) WITHOUT BOLTS	EA	\$27.95	\$279.50	
10	MJPS-RG06	MJ SKIN PACK 06" REG GSK W/ T-BOLTS NO GLAND	EA	\$9.75	\$97.50	
1	MJTC-0602	MJXMJ TAPT CAP 06"x02" C-153 ASSY NOT INCLUDED WEIGHT = 30 LI	EA	\$42.00	\$42.00	
1	AVCV-202C2	AIR/VAC COMBO VALMATIC #202C.2 PRIMER EXT	EA	\$575.00	\$575.00	
1	NS-FS202-0760-CC7I	NS FS202 IRON SADDLE 6" x 2' CC DBL BAND, IMPORT, 6.84 - 7.60, SS	EA	\$48.95	\$48.95	
2	BVLI-200-NL	BRASS BALL VLV NO LEAD 2.00 IMP LEVER 2" FMxFM FULL PORT 600	EA	\$44.55	\$89.10	
1	NS-GAL2X24	NS GALV NIPPLE 2x24"	EA	\$22.00	\$22.00	
1	NSTK	48"x 60"x 60" ARMORCAST VAULT W/2 PIECE COVERS NON-TRAFFIC LOAD RATING 10K	Each	\$2,895.00	\$2,895.00	
3	TWCC-1230-BLK	TRACE WIRE 12 GAUGE CCS PE30 BLK 500' SPOOL	RL	\$58.00	\$174.00	
2	MTD-W6100	DETECTABLE TAPE 6x1000' W BLUE "WATER"	RL	\$46.00	\$92.00	

By signing I state that I am a representative of the entity listed above. I agree and accept all of the terms stated on the back of the contract. I further assure Baker Utility that if a government Type 9 NTTC has been issued to deduct taxes, that none of the property listed above is construction material as defined in Section 7-9-3.4-NMSA 1978 or will be used in a construction project. I also agree that all items above are accounted for and received in an acceptable condition, as well as true and correct.

Subtotal	\$14,780.95
Misc	\$0.00
Tax	\$1,062.35
Freight	\$0.00
Trade Discount	\$0.00
Total	\$15,843.30

Signature _____

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: 85-0167236
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): 01-704025-006

BIDDER INFORMATION

BIDDER: Baker Utility Supply

AUTHORIZED AGENT: David Morrill

ADDRESS: 4320 2nd St NW, Albuquerque, NM 87107

TELEPHONE NUMBER (505) 884-0990

FAX NUMBER (505) 881-4615

DELIVERY: 2-4 weeks

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1567094736

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Materials for Zeamway Line Extension

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

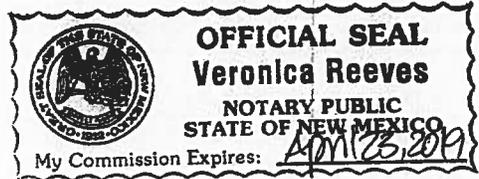
COUNTY OF Bernalillo }

I DAVID MORRILL, 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.

Subscribed and sworn to before me, this 14

David Morrill
Signature
day of August, 20 15

(SEAL)



Notary Public Signature
My Commission Expires: April 23, 2019

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/26/15

DEPT: Utilities Dept.

MEETING DATE: 09/09/15

DISCUSSION ITEM/TOPIC: Award request for bids # 2016-10 for Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.

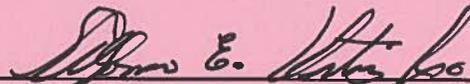
BACKGROUND/RATIONALE: Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply.

Advertised: 08/07/15; Las Vegas Optic and City Website
Bid Opening: August 18, 2015
Number of Bidders: 1
Lowest Bidder: Polydyne, Inc.
Amount: \$0.580 per pound delivered in 450 pound drums (\$261 per 450 pounds)
Budget Line Item: 640-0000-610-7104

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:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 18-Aug-2015

TIME: 2:30PM

OPENING NO.: 2015-10

DEPARTMENT: WTP

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

ITEM(S): CLARIFOC C-358 POLYMER

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Polydyne, Inc.	.58/1b		✓	✓
2				
3				
4				
5				
6				

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

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:
He Bunker
DATE: 8-18-15

OPENED BY: FINANCE DEPARTMENT
John Talavera
DATE: 8-18-15

COPIES TAKEN BY:
Benedetto Gold
DATE: 8-19-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., August 18 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

CLARIFLOC C-358 POLYMER

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 N. GRAND AVE 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: CLARIFLOC C-358 POLYMER, Opening No. 2016-10; 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,

Elmer J. Martinez
ELMER J. MARTINEZ, CITY MANAGER

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Ann M. Gallegos
ANN M. GALLEGOS, FINANCE DIRECTOR

June Tafoya-Cordova
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-10

Date Issued: 7-29-2015

Date Issued: Published:

Las Vegas Optic August 3, 2015
City website: www.lasvegasnm.gov

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 2:30pm, August 18, 2015 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 September, 2015. 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: _____
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): _____

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.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): CLARIFLOC C-358 POLYMER

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, 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.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): CLARIFLOC C-358 POLYMER
SEE SPECIFICATIONS ATTACHED

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____
M.	_____	\$	_____
N.	_____	\$	_____
O.	_____	\$	_____
P.	_____	\$	_____
Q.	_____	\$	_____
R.	_____	\$	_____
S.	_____	\$	_____
	TOTAL	\$	_____

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)

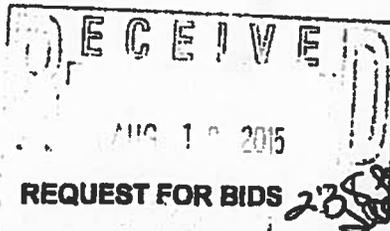
-OR-

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

Signature

Date

Title (Position)



COPY

The City of Las Vegas, New Mexico will open Sealed Bids at ~~2:30 p.m.~~ August 18 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

CLARIFLOC C-358 POLYMER

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 N. GRAND AVE 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: CLARIFLOC C-358 POLYMER, Opening No. 2016-10; 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,

Elmer J. Martinez
ELMER J. MARTINEZ, CITY MANAGER

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Ann M. Gallegos
ANN M. GALLEGOS, FINANCE DIRECTOR

June Tafoya-Cordova
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-10

Date Issued: 7-29-2015

Date Issued: Published: Las Vegas Optic August 3, 2015
City website: www.lasvegasnm.gov

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 230pm, August 18, 2015 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 September, 2015. 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: 34-1810283

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): N/A

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.

BIDDER INFORMATION

BIDDER: Polydyne Inc.
AUTHORIZED AGENT: Boyd Stanley, Business Director
ADDRESS: One Chemical Plant Rd., Riceboro, GA 31323
TELEPHONE NUMBER (912) 880-2035
FAX NUMBER (912) 880-2078
DELIVERY: 5 - 10 Days A.R.O.
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): CLARIFLOC C-358 POLYMER

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Georgia }
COUNTY OF Liberty }
I Boyd Stanley

, of lawful age, being of first duty 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.

Subscribed and sworn to before me, this 13th day of August, 20 15.

(SEAL)

Boyd Stanley
Signature

Pamela J. McDermitt
Notary Public Signature
My Commission Expires: July 28, 2016

Pamela J. McDermitt
6 Notary Public
My Commission Expires July 28, 2016

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) _____

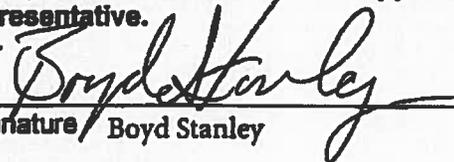
Signature

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 or representative.



Signature Boyd Stanley

08/13/15

Date

Business Director

Title (Position)



www.polydyneinc.com

WARRANTY

Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. If at any time there are questions about Polydyne Inc. products or if technical assistance is required, please contact the Polydyne representatives below:

Brent SoRelle, Technical Sales Representative

Cellular Phone: (682) 216-5062

Rick Johnson, Regional Sales Manager

Cellular Phone: (281) 630-4591

Customer Service:

(800) 848-7659

Monday – Friday, 8:00 a.m. – 5:00 p.m. E.S.T.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, August 14, 2015 at 12:15 a.m. Eastern Time**. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=37260&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website (<http://www.polydyneinc.com>)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L

Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyacrylamide[PC]**Trade Designation**

Trade Designation	Product Function	Max Use
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyamines[PY]**Trade Designation**

Clarifloc® C-200P

Product Function

Coagulation & Flocculation

Max Use

20mg/L

Clarifloc® C-329	Coagulation & Flocculation	13mg/L
Clarifloc® C-339	Coagulation & Flocculation	20mg/L
Clarifloc® C-349	Coagulation & Flocculation	13mg/L
Clarifloc® C-359	Coagulation & Flocculation	20mg/L
Clarifloc® C-379	Coagulation & Flocculation	13mg/L
Clarifloc® C-389	Coagulation & Flocculation	20mg/L
Clarifloc® C-399	Coagulation & Flocculation	20mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	20mg/L
PRP 3050	Coagulation & Flocculation	20mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Dolton, IL

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Facility : Pearlinton, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyamines[FY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	20mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	20mg/L
Clarifloc® C-349	Coagulation & Flocculation	8mg/L
Clarifloc® C-359	Coagulation & Flocculation	20mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	20mg/L
Clarifloc® C-399	Coagulation & Flocculation	20mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	20mg/L
PRP 3050	Coagulation & Flocculation	20mg/L

[FY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 176

Processing time was 1 seconds

SNF POLYDYNE

CLARIFLOC® C-358 POLYMER

CHARACTERISTICS

CLARIFLOC C-358 polymer is a high molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of municipal applications. CLARIFLOC C-358 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-358 is NSF certified for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Amber Liquid
Density	8.5 - 8.9 lbs/gal
Freezing Point	-3 C.
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-358 is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% product is highly recommended for all clarification application because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.02 - 1.04
% Active	19.0 - 21.0
Product Viscosity	700 - 1,000 cPs
Product pH	5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-358 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-358, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-358 is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-358, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing 450 pounds net and in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

All statements, information and data given herein are believed to be accurate, but are presented without warranty expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC C-358**

Type of product: **Mixture**

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: **Processing aid for industrial applications.**

Uses advised against: **None.**

1.3. Details of the supplier of the safety data sheet

Company: **Polydyne Inc.
1 Chemical Plant Road
PO BOX 279 - Riceboro - GA 31323
United States**

Telephone: **1-800-848-7659**

Telefax: **(912)-884-8770**

E-mail address: **-**

1.4. Emergency telephone number

24-hour emergency number: **1-800-424-9300**

SECTION 2. Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC C-358

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3. Composition/Information on Ingredients

3.1 Substances

Not applicable, this product is not a substance.

3.2 Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed.

None reasonably foreseeable.

Other information:

None.

SECTION 5. Fire-fighting measures**5.1. Extinguishing media*****Suitable extinguishing media:***

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture***Hazardous decomposition products:***

Carbon oxides (CO_x). Nitrogen oxides (NO_x). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for fire-fighters***Protective measures:***

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures*****Personal precautions:***

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear suitable protective clothing, gloves and eye/face protection.

Emergency procedures:

Keep people away from spill/leak.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up***Small spills:***

Do not flush with water. Soak up with inert absorbent material.

Large spills:

Dam up. Clean up promptly by scoop or vacuum. Do not flush with water.

Residues:

Soak up with inert absorbent material. After cleaning, flush away traces with water.

6.4. Reference to other sections

SAFETY DATA SHEET

CLARIFLOC C-358

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7. Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities.

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

None.

SECTION 8. Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

None.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eyeface protection:

Safety glasses with side-shields.

b) Skin protection:

Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

i) Hand protection:

PVC or other plastic material gloves.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands and face before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9. Physical and chemical properties**9.1. Information on basic physical and chemical properties**

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7
e) Melting point/freezing point:	< 0°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
m) Relative density:	1.0 - 1.2
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10. Stability and reactivity**10.1. Reactivity**

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11. Toxicological information**11.1. Information on toxicological effects****Information on the product as supplied:**

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg
Acute inhalation toxicity:	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
Skin corrosion/irritation:	Not irritating.
Serious eye damage/eye irritation:	Slightly irritating.
Respiratory/skin sensitisation:	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
STOT - single exposure:	No known effects.
STOT - repeated exposure:	No known effects.
Aspiration hazard:	No hazards resulting from the material as supplied.

SECTION 12. Ecological Information**12.1. Toxicity****Information on the product as supplied:**

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	EC0/activated sludge/0.5 h = 1000 mg/L (OECD 209)
Effects on terrestrial organisms:	Exposure to soil is unlikely.
Sediment toxicity:	Exposure to sediment is unlikely.

12.2. Persistence and degradability**Information on the product as supplied:**

Degradation:	Not readily biodegradable.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential**Information on the product as supplied:**

Not bioaccumulating.	
Partition co-efficient (Log Pow):	< 0
Bioconcentration factor (BCF):	~0

12.4. Mobility in soil**Information on the product as supplied:**

Exposure to soil is not to be expected.

SAFETY DATA SHEET

CLARIFLOC C-358

Koc: ~0

12.5. Other adverse effects

None.

SECTION 13. Disposal considerations

13.1. Waste treatment methods

Waste from residues / unused products:

Dispose of in accordance with local regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14. Transport Information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15. Regulatory Information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:

Not concerned.

SAFETY DATA SHEET

CLARIFLOC C-358

RCRA status :
Not RCRA hazardous.

California Proposition 65 Information:

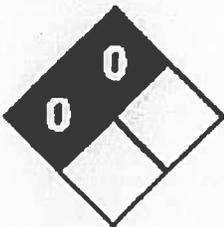
Not concerned

SECTION 16. Other information

NFPA and HMIS Ratings:

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 2. Hazards identification, SECTION 3. Composition/information on ingredients, SECTION 4. First aid measures, SECTION 11. Toxicological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

None.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Revision Number: 15.01.a

LDCC010A

SAFETY DATA SHEET**CLARIFLOC C-358**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

TABULATIONS FOR BID

To: City of Las Vegas **State:** NM
From: Polydyne Inc. **Fax No.:** (912) 880-2078
Opened: 08/18/15
Subject: Bid Opening No. 2016-10 for Clarifloc C-358 Polymer

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax these tabulations to the above-referenced number.

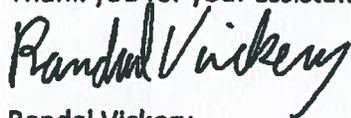
Awarded: YES/NO (circle one)

If YES, indicate awarded vendor with an *.

If NO, indicate expected date of award.

Vendor	Product	Unit Price
Polydyne Inc.	Clarifloc C-358	\$0.580/Lb.

Thank you for your assistance,



Randal Vickery

Bid and Contract Coordinator

PH: (912) 880-2035

Database ID: 115-297

MATERIAL SAFETY DATA SHEET

PAGE:	1 of 5
REVISION DATE:	08/18/2008
PRINT DATE:	01/29/2008

1. IDENTIFICATION OF THE PRODUCT AND THE COMPANY

CLARIFLOC C-358 POLYMER

Supplier :

POLYDYNE INC.

PO Box 279

Riceboro, Georgia 31323

Tel : 800-848-7669 Fax : 912-884-8770

2. COMPOSITION/INFORMATION ON INGREDIENTS

Identification of the preparation :

Cationic polymer in solution

Chemical Name	CAS-No	Weight %
Polydiallyldimethylammonium chloride (Polydadmac)	26062-79-3	20-50

3. HAZARDS IDENTIFICATION

Spills produce extremely slippery surfaces.

Harmful to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

4. FIRST AID MEASURES

Inhalation : Move to fresh air.

Skin contact : Wash with water and soap as a precaution. In case of persistent skin irritation, consult a physician.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water, water spray, foam, carbon dioxide (CO₂), dry powder

Special fire-fighting precautions : Spills produce extremely slippery surfaces.

Protective equipment for firefighters : No special protective equipment required.

6. ACCIDENTAL RELEASE MEASURES

- Personal precautions :** No special precautions required.
- Environmental precautions :** Do not contaminate water.
- Methods for cleaning up :** Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilled in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

- Handling :** Avoid contact with skin, eyes and clothing. When preparing the working solution ensure there is adequate ventilation. Do not breathe vapours or spray mist. When using do not smoke.
- Storage :** Keep in a dry, cool place (0 - 35°C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

- Engineering controls :** Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.
- Personal protection equipment**
- **Respiratory protection :** In case of insufficient ventilation wear suitable respiratory equipment.
 - **Hand protection :** Rubber gloves.
 - **Eye protection :** Safety glasses with side-shields. Do not wear contact lenses.
 - **Skin protection :** Chemical resistant apron or protective suit if splashing or contact with solution is likely.
- Hygiene measures :** Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

- Form :** liquid
- Color :** amber
- Odor :** slight
- pH :** 4 - 8 for product series. See Technical Bulletin for specific value.
- Melting point (°C) :** Not applicable.
- Flash point (°C) :** >100°C

CLARIFLOC C-358 POLYMER

PAGE:	3 of 6
REVISION DATE:	08/18/2008
PRINT DATE:	01/28/2008

Autoignition temperature (°C) : >200°C

Bulk density : See Technical Bulletin

Water solubility : Completely miscible.

Viscosity (mPa s) : See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability : Product is stable, No hazardous polymerization will occur.
Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : No decomposition if stored and applied as directed. Burning of the dried material can produce : hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x).

11. TOXICOLOGICAL INFORMATION

Acute toxicity

- **Oral :** LD50/oral/rat > 2000 mg/kg
- **Dermal :** This product has been tested for cutaneous irritation on New Zealand White male rabbits according to OECD guideline 404. No effects (erythema or edema) were observed after 24 hours. Not irritating
- **Inhalation :** The product is not expected to be toxic by inhalation.

Irritation

- **Skin :** May cause skin irritation with susceptible persons
- **Eyes :** Testing conducted on rabbits showed minor transient irritation which cleared within days.

Sensitization : The product is not expected to be sensitizing.

Chronic toxicity : NOEL / Oral / rat / 90-day = 5000 mg/kg
Two-year feeding studies on rats and dogs did not reveal any adverse health effects.

Other information : Not mutagenic in AMES Test.
Not mutagenic in micronucleus test on mice.
Not teratogenic, NOEL = 175 mg/kg.

12. ECOLOGICAL INFORMATION***Ecotoxicity:***

The product is rapidly eliminated from the aquatic medium through irreversible adsorption onto suspended matter (sludge, clays, humic and other organic acids) and abiotic degradation (hydrolysis). The degradation products are practically non-toxic to aquatic organisms and present no danger to the environment.

- *Fish* : LC50/Danio rerio/96 hr > 10 mg/L (OECD 203)
- *Algae* : Algal inhibition tests are not appropriate. The flocculating characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
- *Daphnia* : EC50/Daphnia magna/48 hr > 10 mg/L (OECD 202)
- Bioaccumulation* : Does not bioaccumulate.
- Persistence / degradability* : Not readily biodegradable.

13. DISPOSAL CONSIDERATIONS

- Waste from residues / unused products* : In accordance with federal, state and local regulations.
- Contaminated packaging* : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local regulations.

14. TRANSPORT INFORMATION

Not regulated by DOT, IATA, IMDG.

15. REGULATORY INFORMATION

All components of this product are on the TSCA and DSL inventories.

- RCRA status* : Not a hazardous waste.
- Hazardous waste number* : Not applicable
- Reportable quantity (40 CFR 302)* : Not applicable
- Threshold planning quantity (40 CFR 355)* : Not applicable

CLARIFLOC C-358 POLYMER

PAGE:	8 of 8
REVISION DATE:	08/16/2006
PRINT DATE:	01/28/2008

California Proposition 65 information : Not applicable

HMS & NFPA Ratings	HMS	NFPA
Health :	1	1
Flammability :	0	0
Reactivity :	0	0
Personal Protection/Special :	B	

16. OTHER INFORMATION

Person to contact : Regulatory Affairs Manager

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release, and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process unless specified in the text.



Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

Product name : CLARIFLOC (R) C-358 POLYMER

Company : POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States

Telephone :
Telefax : 1-800-848-7659
E-mail : (912)-884-8770

Emergency telephone number : 1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Emergency Overview :

Appearance and Odor

Form : Liquid
Color : Amber
Odor : Slight

Spills produce extremely slippery surfaces.

Potential Environmental Effects : The product contains a substance which is harmful to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Cationic polymer in solution.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Skin contact : Wash with water and soap as a precaution. In case of persistent skin irritation, consult a physician.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water, Water spray, Foam, Dry powder, Carbon dioxide (CO₂).

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

Environmental precautions : As with all chemical products, do not flush into surface water.

Methods for cleaning up : Do not flush with water . Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin, eyes and clothing. When preparing the working solution ensure there is adequate ventilation. Do not breathe vapors or spray mist. When using do not smoke.

Storage

Keep in a dry, cool place (0 - 35 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists

Personal protective equipment

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

Eye protection : Safety glasses with side-shields. Do not wear contact lenses where this product is used.

Skin and body protection : Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely.

Hygiene measures

Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Liquid

Color : Amber

Odor : Slight

pH : 5 - 7

Specific Gravity : 1.02 - 1.06

Melting point/range : Not applicable

Flash point : Does not flash

Freezing point (°C) : - 3 (°C)

Autoignition temperature : Does not ignite

Water solubility : Completely miscible

LogPow : 0

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : No decomposition if stored and applied as directed. Burning of the dried material can produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides.

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : LD50/dermal/rabbit > 5000 mg/kg.

Oral : LD50/oral/rat > 5000 mg/kg

Inhalation : The product is not expected to be toxic by inhalation.

Irritation

Skin : Not irritating.

Eyes : May cause slight eye irritation.

Sensitization : The results of testing on human volunteers (Human Insult Patch Test) showed this material to be non-sensitizing.

Chronic toxicity : A one-year feeding study on rats did not reveal adverse health effects A one-year feeding study on dogs did not reveal adverse health effects

Other information

Not mutagenic in AMFS Test

Not mutagenic in micronucleus test on mice

Not teratogenic, NOEL = 25 mg/kg

A multi-generation study in rats showed no reproductive/developmental toxicity at a dose of 125 mg/kg/day

12. ECOLOGICAL INFORMATION

Aquatic toxicity:

Toxicity to fish : LC50/96 hours > 10 mg/l (OECD 203).

Toxicity to daphnia : EC50/48 hours > 10 mg/l (OECD 202).

Toxicity to algae : Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

Environmental fate

Persistence and degradability : Not readily biodegradable.

Hydrolysis : Does not hydrolyse.

LogPow : 0

Bioaccumulation : Does not bioaccumulate.

Other ecological information :

The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

Container : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

14. TRANSPORT INFORMATION

DOT

Remarks : Not classified as dangerous in the meaning of DOT regulations.

IMDG/IMO

Remarks : Not classified as dangerous in the meaning of IMO/IMDG regulations.

ICAO/IATA

Remarks : Not classified as dangerous in the meaning of ICAO/IATA regulations.

15. REGULATORY INFORMATION

US SARA Reporting Requirements

SARA Title III Sections :

Sara (311, 312) hazard class : Not concerned

State Regulations

California Proposition 65 Information : Not regulated.

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

USA (TSCA) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (DSL) : All components of this product are either listed on the inventory or are exempt from listing.

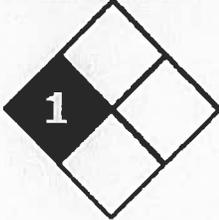
Australia (AICS) : All components of this product are either listed on the inventory or are exempt from listing.

Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

Korea (ECL) : All components of this product are either listed on the inventory or are exempt from listing.

16. OTHER INFORMATION

NFPA and HMIS Ratings :



NFPA :

Health :	1
Flammability :	1
Instability :	0

HMIS :

Health :	1
Flammability :	1
Physical Hazard :	0

Further information : This MSDS was prepared in accordance with the following :
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager (912-880-8014)

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/26/15

DEPT: Utilities Dept.

MEETING DATE: 09/09/15

DISCUSSION ITEM/TOPIC: Award request for bid #2016-11 for Natural Gas Inventory Supplies to the low bidder.

BACKGROUND/RATIONALE: The City of Las Vegas Gas Division went out for bids for natural gas inventory supplies. It is necessary to keep inventory stocked and on hand for gas line repairs as needed.

Advertised: 8/26/15; Las Vegas Optic, Albuquerque Journal and City Website.
Bid Opening: September 10, 2015

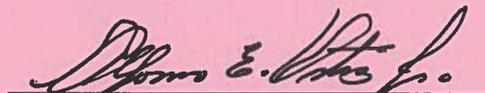
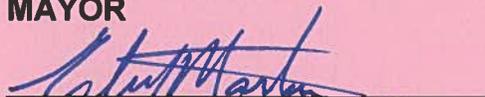
Due to the bid opening date, all additional information will be provided before the Council Meeting.

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:


ALFONSO E. ORTIZ, JR.
MAYOR
ELMER J. MARTINEZ
CITY MANAGER
ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Sept 10, 2015 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 INVENTORY SUPPLIES

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 NORTH GRAND, LAS VEGAS, NM

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 NORTH GRAND, LAS VEGAS, NM

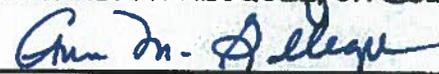
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: NATURAL GAS INVENTORY SUPPLIES, Opening No. 2016-11 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid 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.

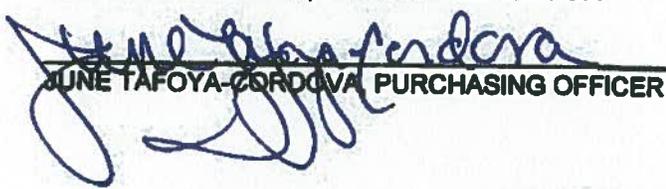
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-11

Date Issued: 8-20-15

Date Issued: Published:

Albuquerque Journal 8-26 2015
Las Vegas Optic 8-26 2015
City website: www.lasvegasnm.gov

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 2:00 pm, September 10, 2015 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 September 2015. 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: _____
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): _____

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.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): NATURAL GAS INVENTORY SUPPLY

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 TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, 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.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

CITY OF LAS VEGAS

BID ITEM (S): NATURAL GAS INVENTORY SUPPLY

ITEM	DESCRIPTION	UNIT PRICE
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	_____
2.	American 425 Natural Gas Meter	_____
3.	American AC 630 Natural Gas Meter	_____
4.	750/1600 Natural Gas Meter w/max working pressure 100lb – w/standard connections 45LT	_____
5.	1000 Natural Gas Meter working pressure 25lb	
6.	Model-441-57S Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	_____
7.	Model-046-2Field High Pressure Service Regulator 1"x1"	_____
8.	275 TC Meter w/1" connections, galvanized. One side insulated. Or equal	_____
9.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/3/8" orifice. Or equal	_____
10.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	_____
11.	1" x 1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal	_____
12.	3/4" x 3/4" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal	_____
13.	1" x 1" 143-80-2 HP regulator IRV 2 -6 PSI, 3/8" orifice. Or equal	_____
14.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal	_____
15.	2 x 2-243-RPC-B Regulator. 1/2" orifice – 10 PSIG-35 PSI. Or equal	_____
16.	45LT x 1 1/4" galvanized gas meter connection Per Set	_____
17.	45LT x 1 1/2" galvanized insulated gas meter connection. Per Set Insulated	_____

- 18. 20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated

- 19. ¾" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal

- 20. 1" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal

- 21. 1 ¼" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal

- 22. 2" Polyethylene Gas Pipe Performance Pipe PE 3408 - A.S.T.M-D-2513 or equal

- 23. 4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal

- 24. 4" IPS Transition fitting steel weld end x PE 3408 butt connection- A.S.T.M-D-2513

- 25. 2" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513

- 26. 1" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513

- 27. PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-5662-17-1017-00 Continental Industries

- 28. 4" PE 3408 butt fusion connection cap- A.S.T.M-D-2513

- 29. 2" PE 3408 butt fusion connection cap- A.S.T.M-D-2513

- 30. 1" PE 3408 butt fusion connection cap- A.S.T.M-D-2513

- 31. 4"x 2 PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer

- 32. 2" x 1" PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer

- 33. 1 1/4" x 1" PE 3408 butt fusion connection Reducer

- 34. 1" x 3/4" PE 3408 butt fusion connection Reducer

- 35. 1 1/4" x 2" PE 3408 butt fusion connection Reducer

- 36. 1 1/4" PE 3408 butt fusion connection cap

- 37. 2" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513
Tee _____
- 38. 4" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513
Tee _____
- 39. 1" PE 3408 butt fusion connection 90 degree
elbow-A.S.T.M-D2513 _____
- 40. 1 1/4" PE 3408 butt fusion connection 90 degree
elbow– A.S.T.M-D-2513 _____
- 41. 2" PE 3408 butt fusion connection 90 degree elbow–
A.S.T.M-D-2513 _____
- 42. 4" PE 3408 butt fusion connection 90 degree elbow–
A.S.T.M-D-2513 _____
- 43. 2" x 1" PE tapping tee assembly– A.S.T.M-D-2513 _____
- 44. 2" x 2" PE tapping tee assembly– A.S.T.M-D-2513 _____
- 45. 4" x 1" PE tapping tee assembly _____
- 46. 4" x 2" PE tapping tee assembly _____
- Note: Tapping tee assemblies to be adaptable to performance pipe PE
3408 fusion connections or equal _____
- 47. Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E.
3408 R.W. Lyall or equal– A.S.T.M-D-2513 _____
- 48. Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408
R.W. Lyall or equal– A.S.T.M-D-2513 _____
- 49. 2" PE 3408 Valve– A.S.T.M-D-2513 _____
- 50. 4" PE 3408 Valve– A.S.T.M-D-2513 _____
- 51. 2" x 2"-175 Mueller Lubeseal in line pvc valve _____
- 52. 2" x 1" gas service saddle PVC w/compression outlet.
Continental #5361-1014 or equal _____
- 53. 1 1/4" pipe joint clamp MB Skinner #089862 or equal _____
- 54. 1 1/2" pipe joint clamp MB Skinner #089861 or equal _____
- 55. 2" pipe joint clamp MB Skinner #089860 or equal _____
- 56. 4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal _____

- 57. 2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal _____
- 58. 2" plug valve, lubricated w/flange connection. CI for gas _____
- 59. 2" plug valve, lubricated w/threaded ends. CI for gas _____
- 60. 4" plug valve, lubricated w/flange ends. CI for gas _____
- 61. Meter barrel lock. Mueller #504979 or equal _____
- 62. 3" line stoppers fittings 250. P.S.I. Mueller _____
- 63. ¾" Mueller steel auto perf tee or equal _____
- 64. 1" Mueller steel autoperf tee or equal _____
- 65. 3/4" IPS x 1" IPS transition Punch Tee _____
- 66. Thermoweld cartridge #15 CP Box of 20 _____
- 67. 2" PVC to PVC compression for gas _____
- 68. 1" PVC T PVC compression coupling for gas _____
- 69. Lock wing iron body meter stop Inlet: 1" inside I.P. thread
Outlet: 1" insulated union coupling w/inside I.P. thread.
Finish: black or brass. 175 P.S.I. _____
- 70. Lock wing iron body meter stop Inlet: 1" inside I.P. thread
Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I. _____
- 71. Tinker & Razor Half Cell reference electrodes
Model-6-B-cucu 504 Half cell 1/ ¼" x 6" _____
- 72. CuCu-504 crystals 1lb. 3ox bottle P#04-9011 _____
- 73. Ceramic Tip Assembly- Pointed
P#118-027 _____
- 74. 2 x 1 – PE 4710 HDPE Tapping Tee w/Rectangular Base &
Model EFVEB-BB7YY00 _____
- 75. 4 x 1 –PE-4710-HDPE Tapping Tee w/Rectangular Base &
model EFVEB-BB7YY00 Excess Flow Valve _____
- 76. Excess Flow Valve Model B – w/minimum Trip Point of
525SCFit @ 10 P.S.I. Stick Type _____
- 77. 2" PVC to 2" IPS Transition Fitting _____
- 78. Valve Boxes Plastic for 2" to 3" FP Valve-31 _____

- | | | |
|-----|--|-------|
| 79. | Valve Supports for 2" Valve | _____ |
| 80. | Valve Supports for 4" Valve | _____ |
| 81. | Trenton wax tape 6"x9' (16 rolls per case) | _____ |
| 82. | Trenton wax tape primer brown (4 gal per case) | _____ |
| 83. | Barricade tape Gas Line Below yellow & black (8 rolls per case) | _____ |
| 84. | #12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case) | _____ |
| 85. | Harveys 10 mil Pipe Wrap 2" x 100' (24 per case) | _____ |
| 86. | Magnesium-Anode – HC – Potential – 32lb | _____ |
| 87. | Magnesium – Anodes – 5lbs H.C | _____ |
| 88. | Magnesium-Anodes-9lb H.C. | _____ |
| 89. | Magnesium – Anodes – 17lbs H.C | _____ |
| 90. | Magnesium – Anodes – 50lbs H.C | _____ |

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price Includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an individual item basis.
5. Item 13, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" connection

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 or representative.

Signature

Date

Title (Position)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/27/15

DEPT: Utilities Dept.

MEETING DATE: 09/09/15

DISCUSSION ITEM/TOPIC: Billing adjustment for United World College water account.

BACKGROUND/RATIONALE: During the months of March and April two events occurred simultaneously: City staff mis-read and overcharged the United World College water account and the United World College staff overfilled their potable water storage tank. The amount of over-consumption from the customer has been calculated at approximately 1.5 million gallons. The amount billed was \$101,655.07 which is incorrect. The resulting credit of \$95,190.31 accounts for the billing inaccuracies as well as the customers over consumption. This adjustment was based on an average of the customer's consumption history and will be issued as a credit on the bill.

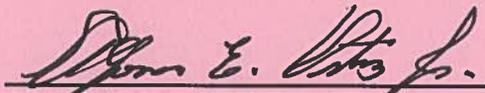
Per Resolution #12-06 any credit amount over \$50,000.00 must be approved by the Governing Body.

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

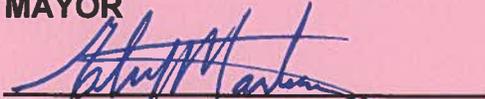


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

ATTACHMENT A
 (Administrative Regulation #A-11-190)
AUTHORIZATION FORM

CUSTOMER NAME: United World College
 ACCOUNT# 0103 08818 001
 BILLING ADDRESS: UWC castle

BILLING CORRECTION <input checked="" type="checkbox"/>	WATER	WASTE WATER	GAS	SOLID WASTE
REFUND <input type="checkbox"/>	X			

(UTILIZE THIS SECTION FOR BILLING CORRECTIONS)

BILLING AMOUNT: 107,494.66

REQUESTED ADJUSTMENT: 95,190.31

Justification: customer disputing consumption

Personnel requesting adjustment: Joel Marz
NAME

(UTILIZE THIS SECTION FOR REFUND(S))

REFUND AMOUNT:

Justification: _____

Personnel requesting adjustment: Joel Marz
NAME

Consuelo Lopez 7-30-15 APPROVAL
Utility Services Supervisor Date APPROVAL/DISAPPROVAL

_____ _____ APPROVAL/DISAPPROVAL
Utility Director Date

_____ _____ APPROVAL/DISAPPROVAL
Finance Director Date

_____ _____ APPROVAL/DISAPPROVAL
City Manager Date

**CITY OF LAS VEGAS
ACCOUNTS RECEIVABLE DEPARTMENT
ADJUSTMENT SLIP**

ACCOUNT: 0103 - 08818 - 001 DATE: 7.30.15
NAME: United World College ADDRESS: (UWC) castle

CHECK CHANGE 1. NAME _____ 2. ADDRESS _____ 3. _____
FROM: _____ TO: _____

METER READING ADJUSTMENT

METER NO.: _____
LAST CORRECT READ: _____
CORRECTED READ: _____
TOTAL CORRECT BILLING: _____ = (A) \$ _____
TOTAL AMOUNT BILLED FROM LAST CORRECT READ: _____
CORRECT READ: (INCORRECT BILLING) _____ \$ _____
LESS: (A) \$ _____
TOTAL AMOUNT OF DR/CR: (B) \$ _____

DEBIT		CREDIT
WATER	640-5641	95190.31
GAS	620-5641	
SEWER	610-5641	
SANITATION	630-5641	
TAX	2029	4759.52
GAS N/P FEE	620-5643	
WATER N/P FEE	640-5643	
NSF CHECK FEE	101-5588	
MISCELLANEOUS		
TOTAL:		\$ 99,949.83

COMMENTS: * incorrectly charged for 9,351,636 gallons
correct amount of gallons consumed 935,163 gallons

Admin Reg A-92-83

PREPARED BY: GLM AUTHORIZED BY: _____ POSTED BY: _____



CITY OF LAS VEGAS, NM
 905 12th St
 Las Vegas, NM 87701
 (505) 454-3832



Account Number	AMOUNT DUE
0103-08818-001	\$113,332.12
Due Date	After Due Date Pay
6/11/2015	\$113,332.12
Service Address	
(UWC) CASTLE	

There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

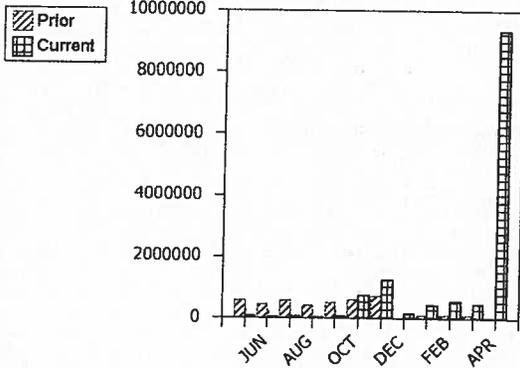
0103088180010000113332120000113332122

UNITED WORLD COLLEGE
 PO BOX 248
 MONTEZUMA, NM 87731

CITY OF LAS VEGAS, NM
 905 12th St
 Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
UNITED WORLD COLLEGE		(UWC) CASTLE			0103-08818-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	3/20/2015	4/19/2015	30	5/11/2015		6/11/2015



CURRENT READING	PREVIOUS READING	USAGE
10,271,509	919,873	9,351,636
65,538	65,133	57
65,538	65,133	57

PREVIOUS BALANCE	\$6,486.06
PAYMENTS	\$6,486.06-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

GGRT-WATER	5,374.73
WATER	107,494.66
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	171.23
GA-COST OF GAS	246.65
GRT-GAS	34.85

CURRENT BILL	\$113,332.12
AMOUNT DUE	\$113,332.12
AMOUNT DUE AFTER 06/11/2015	\$113,332.12

UNITED WORLD COLLEGE

UWCI CASTLE LAS VEGAS NM 87701

Account: 0103-08818-001

Alerts (1)

Outstanding Service Orders

Billing Cycle: 01

	Date	Packet	Type	Receipt #	Reference	Description	Credits	Debits	Cumulative Balance
Overview									
Profile	7/27/2015	Batch:00006281	Payment	00269235	Payment 7/27/20		-6,451.28		106,983.07
Financial	7/7/2015	UBPKT05069	Bill		BILL 5/19/2015 -	BILL 5/19/2015 -		6,451.28	113,434.35
Billing	6/29/2015	Batch:00006123	Payment	00260908	Payment 6/29/20		-8,062.16		106,983.07
Services	6/10/2015	UBPKT04965	Bill		BILL 4/19/2015 -	BILL 4/19/2015 -		8,062.16	115,045.23
Contracts	6/8/2015	Batch:00005992	Payment	00255685	68411		-6,349.05		106,983.07
Energy Assistance	6/5/2015	UBPKT04751	Cutoff Exclusion		paid	CUTOFF EXCLU		0.00	113,332.12
AMP	6/5/2015	UBPKT04751	Memo		Cutoff Posted	CUTOFF POSTE		0.00	113,332.12
Past Due	5/1/2015	UBPKT04821	Bill		BILL 3/20/2015 -	BILL 3/20/2015 -		113,332.12	113,332.12
History	4/27/2015	Batch:00005731	Payment	00244499	Payment 4/27/20		-6,486.06		0.00
Transactions	4/10/2015	UBPKT04725	Bill		BILL 2/18/2015 -	BILL 2/18/2015 -		6,486.06	6,486.06
Service Orders	4/8/2015	UBPKT04722	Reverse Penalty Ad		REVERSE PENA		-219.36		0.00
Account Service Billin	4/6/2015	Batch:00005581	Payment	00238978	67796		-7,984.94		219.36
Billing History	3/9/2015	UBPKT04611	Bill		BILL 1/19/2015 -	BILL 1/19/2015 -		7,984.94	8,204.30
Legacy Transaction H	3/4/2015	Batch:00005367	Payment	00229964	Payment 3/4/201		-14,624.22		219.36
Legacy Transaction D	3/4/2015	Batch:00005367	Payment	00229980	Payment 3/4/201		-6,818.92		14,843.58
	3/3/2015	UBPKT04514	Cutoff Exclusion		PAYMENT WAS	CUTOFF EXCLU		0.00	21,662.50
	3/3/2015	UBPKT04514	Memo		Cutoff Posted	CUTOFF POSTE		0.00	21,662.50
	2/23/2015	UBPKT04514	Cutoff Notice Printe		Delinquent Notic	Delinquent Notic		0.00	21,662.50
	2/17/2015	Batch:00005271	Payment	00225816	Payment 2/17/20		-4,281.52		21,662.50
	2/10/2015	UBPKT04514	Penalty		Past Due	PENALTY Billing		219.36	25,944.02
	2/10/2015	UBPKT04508	Bill		BILL 12/20/2014	BILL 12/20/2014		6,818.92	25,724.66
	1/9/2015	UBPKT04420	Bill		BILL 11/20/2014	BILL 11/20/2014		4,281.52	18,905.74
	12/19/2014	Batch:00004881	Payment	00210080	67303		-9,998.61		14,624.22
	12/11/2014	UBPKT04355	Bill		BILL 10/21/2014	BILL 10/21/2014		14,624.22	24,622.83
	11/13/2014	UBPKT04257	Bill		BILL 9/21/2014 -	BILL 9/21/2014 -		9,998.61	9,998.61
	10/24/2014	Batch:00004498	Payment	00195435	Payment 10/24/2		-3,794.91		0.00
	10/6/2014	UBPKT04019	Bill		BILL 8/22/2014 -	BILL 8/22/2014 -		3,794.91	3,794.91
Total							(\$501,930.00)	\$608,913.87	

0103-08818-001

UNITED WORLD COLLEGE

UWCI CASTLE LAS VEGAS NM 87701

Outstanding Service Orders

General Readings Billing History Consumption History Service Orders Service Actions Notes User Defined									
Meter	Time Of Use	Read Group Date	Meter Reading	Actual Read Dat	Read Type	Demand Reading	KVAR Reading	Is Estimated	
70253293	DEFAULT	7/18/2015	11,423,619	7/22/2015	Handheld				
70253293	DEFAULT	6/18/2015	11,136,757	6/24/2015	Handheld				
70253293	DEFAULT	5/19/2015	10,761,309	5/20/2015	Handheld				
70253293	DEFAULT	4/19/2015	10,271,509	4/23/2015	Handheld				
70253293	DEFAULT	3/20/2015	919,873	3/24/2015	Handheld				
70253293	DEFAULT	2/18/2015	874,387	2/25/2015	Handheld				
70253293	DEFAULT	1/19/2015	818,400	1/27/2015	Handheld				
70253293	DEFAULT	12/20/2014	774,615	1/5/2015	Handheld				
70253293	DEFAULT	11/20/2014	758,582	12/3/2014	Handheld				
70253293	DEFAULT	10/21/2014	633,112	10/29/2014	Handheld				
70253293	DEFAULT	9/21/2014	557,102	9/26/2014	Handheld				
70253293	DEFAULT	8/22/2014	491,577	8/25/2014	Handheld				
70253293	DEFAULT	7/23/2014	446,002	7/28/2014	Handheld				
70253293	DEFAULT	6/23/2014	392,025	6/30/2014	Handheld				
70253293	DEFAULT	5/24/2014	360,758	6/2/2014	Handheld				
70253293	DEFAULT	4/24/2014	274,182	5/6/2014	Handheld				
70253293	DEFAULT	3/25/2014	262,210	4/15/2014	Manual				

0103-08818-001

UNITED WORLD COLLEGE

UWCI CASTLE LAS VEGAS NM 87701

Outstanding Service Orders

General Readings Billing History Consumption History Service Orders Service Actions Notes User Defined

View Style Grid

Drag a column header here to group by that column.

Bill Date	Bill Type	Class Code	Rate Code	Begin Read	End Read	Metered Consum	Billed Consumpti	Meter Group
7/7/2015	Regular	Large Commerci	Water Large Com	10,761,309.00	11,136,757.00	375,448	375,448	Water
6/10/2015	Regular	Large Commerci	Water Large Com	10,271,509.00	10,761,309.00	489,800	489,800	Water
5/1/2015	Regular	Large Commerci	Water Large Com	919,873.00	10,271,509.00	9,351,636	9,351,636	Water
4/10/2015	Regular	Large Commerci	Water Large Com	874,387.00	919,873.00	454,860	454,860	Water
3/9/2015	Regular	Large Commerci	Water Large Com	818,400.00	874,387.00	559,870	559,870	Water
2/10/2015	Regular	Large Commerci	Water Large Com	774,615.00	818,400.00	437,850	437,850	Water
1/9/2015	Regular	Large Commerci	Water Large Com	758,582.00	774,615.00	160,330	160,330	Water
12/11/2014	Regular	Large Commerci	Water Large Com	633,112.00	758,582.00	1,254,700	1,254,700	Water
11/13/2014	Regular	Large Commerci	Water Large Com	557,102.00	633,112.00	760,100	760,100	Water
10/6/2014	Regular	Large Commerci	Water Large Com	491,577.00	557,102.00	65,525	65,525	Water
9/4/2014	Regular	Large Commerci	Water Large Com	446,002.00	491,577.00	45,575	45,575	Water
8/11/2014	Regular	Large Commerci	Water Large Com	392,025.00	446,002.00	53,977	53,977	Water
Average								

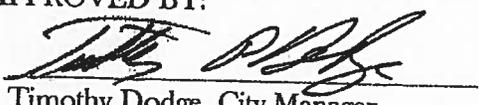
543,211 639,356

CITY OF LAS VEGAS
ADMINISTRATIVE REGULATIONS



SUBJECT: UTILITY BILLING CORRECTIONS & REFUNDS

ADMINISTRATIVE NUMBER: A-11-190
REVISION:
SUPERSEDES:
EFFECTIVE DATE: 2-14-11
PAGE 1-2

APPROVED BY:

Timothy Dodge, City Manager

- I. **PURPOSE:** The purpose of this Administrative Regulation is to set forth the conditions governing the process in issuing **Billing Corrections and Refunds**.
- II. **OBJECTIVE:** The primary objective is to adhere to all City of Las Vegas Ordinances and to complete a thorough analysis on requested action.

III. **AUTHORIZED PERSONNEL:**

City Manager hereby authorizes the following personnel to complete an analysis and to sign off on authorization.

- a. Utility Services Supervisor (approval needed for errors <\$1,000)
- b. Director
- c. Finance Director
- d. City Manager

IV. **Refund Form:**

Attachment (A) Authorization Form is to be made part of this Administrative Regulation that must be processed. All final copies must be maintained at the Utility Department.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8/31/15

DEPT: Community Development

MEETING DATE: 9/9/15

DISCUSSION ITEM/TOPIC:

Recommendation to amend Agreement #3083-15 with MainStreet de Las Vegas to add the coordination and implementation of the Las Vegas Electric Light Parade

BACKGROUND/RATIONALE:

MainStreet de Las Vegas is interested in taking on the planning and implementation of the annual Las Vegas Electric Light Parade to fulfill its requirement for a signature event. This would include generating participation from MainStreet Corridor businesses. The Contractor would be compensated for the additional services in the amount of \$5,000.

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:



**ALFONSO E. ORTIZ, JR.
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**AMENDMENT TO AGREEMENT #3083-15
WITH MAINSTREET DE LAS VEGAS**

The Addendum to Agreement entered into this _____ day of _____, 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 MainStreet de Las Vegas, a corporation, hereinafter called the "Contractor."

WHEREAS, on August 5, 2015, the City entered into an agreement with the Contractor for the purpose of stimulating economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts; and

WHEREAS, the City wishes to add additional services to the annual agreement that will allow for the planning and implementation of the Las Vegas Electric Light Parade.

NOW THEREFORE, the parties agree as follows:

- Contractor shall facilitate and manage the annual Electric Light Parade (first Saturday in December), to include developing a theme, coordinating parade applications, judges, awards, business notification, etc.
- Contractor shall work with the City on street closures and will communicate with other coordinating agencies, to include PNM. Contractor shall arrange event marketing and promotion with the City's Event & Marketing Manager.
- Contractor shall promote MainStreet corridor businesses by encouraging shops to extend hours through the parade.
- Contractor shall report directly to the City Event & Marketing Manager and shall submit monthly status/activity reports, to include an event budget breakdown, for review and approval prior to the City making payment to the Contractor.
- Contractor shall be compensated for the additional services in the amount of \$5,000, to be paid following completion of the event.
- All provisions of the August 5, 2015, contract shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 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

MainStreet de Las Vegas

DRAFT

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
MAINSTREET DE LAS VEGAS

This contract entered into this 5 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 MainStreet de Las Vegas, a corporation, hereinafter called "Contractor."

WHEREAS, the Contractor is a non-profit corporation, incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. The three districts on the National and Local Registers of Historic Places are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

WHEREAS, after successful application with New Mexico MainStreet, MainStreet de Las Vegas pledged to follow the Four Point Approach as defined by the National MainStreet Organization. The MainStreet Four Point Program contains the following elements essential to a successful program:

Design: Developing and implementing a vision to enhance pedestrian and landscaping amenities, improved parking, wayfinding signage, façade renovations and beautification of the Corridor.

Economic Positioning: Implementing assistance to business owners in the form of inventory niches, financing, building renovation using state and federal tax credit assistance, identifying and applying for grant monies, identifying re-use of vacant buildings, and inventory of all buildings on the Corridor.

Promotion: Implementing a marketing strategy to promote and market Las Vegas' historical and cultural assets and the businesses in the three historic downtown districts to bring needed Gross Receipts Tax and Lodgers Tax monies to the City.

Organization: Ensuring the board and staff of MainStreet de Las Vegas operate in such a way to effectively realize the goals of MainStreet de Las Vegas through newsletters to the community, website creation and attendance at quarterly New Mexico MainStreet conferences.

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of \$35,000 for the year to be paid to the Contractor under the terms and conditions of this Contract and \$5,000 in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

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

Initial: CS
Date: 8-15

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 maintain an updated website that includes the mission and goals of the organization, as well as past and current projects. Contractor shall coordinate with the City's IT Specialist to add a MainStreet de Las Vegas link on the Economic Development page of lasvegasnm.gov. Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the MainStreet de Las Vegas website. Contractor shall also maintain both Facebook and Twitter accounts to be updated weekly with project updates, community events/announcements, downtown business promotion, etc.
 - a. Contractor shall report quarterly on the status of the project (See Section III)
2. Contractor shall continue to facilitate Economic Positioning, to include the development coordination for catalytic projects, such as the Downtown Movie Theater, Community Performing Arts Theater, Douglas Square Improvements, Railroad District and Trolley Transportation System.
 - a. Contractor shall report quarterly on the status of the project (See Section III)
3. Contractor shall continue to manage and implement façade/streetscape improvement projects that may include providing support and assistance for the completion of the E. Romero Hose & Fire building renovation, the restoration of Lion Park, sidewalk beautification (planters, trash receptacles, benches, etc.), outdoor downtown business expansion, community garden, Railroad District gateway, LV brand wayfinding and LV brand pole banners.
 - a. Contractor shall report quarterly on the status of this project (See Section III)
4. Contractor shall facilitate a student internship program, coordinating with local educational institutions to offer course credit to participating students. Contractor shall support the local higher educational institutions by promoting Las Vegas as a "college town."
 - a. Contractor shall report quarterly on the status of the project (See Section III)
5. Contractor shall work collaboratively with the City's Design Review Board and shall make recommendations on CH Overlay expansion within the MainStreet Corridor.
 - a. Contractor shall report quarterly on the status of the project (See Section III)
6. Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.
 - a. Contractor shall report quarterly on the status of the project (See Section III)

Initial: cc

Date: 8-5-15

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work, as well as the goals of the City's Comprehensive Master Plan and Downtown Action 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. 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.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **eight thousand seven hundred and fifty dollars (\$8,750.00) 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 **\$8,750.00** 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.

Office space and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$5,000 (\$416.66/month).

V. 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.

VI. 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

Initial: ECC

Date: 8.5-15

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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. SUBJECT TO LAWS

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

Initial: CC
Date: 8-5-15

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. AMENDMENT

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

XVIII. 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.

Initial: CC

Date: 8-5-15

XIX. 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.

XX. 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.

XXI. 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.

XXII. TERM

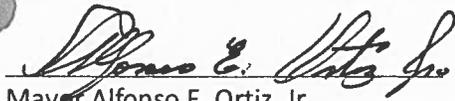
The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the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

XXIII. APPEAL

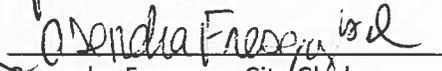
The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

Initial: CC
Date: 8-5-15

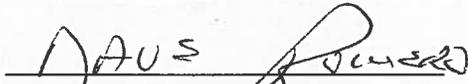
PASSED, APPROVED AND ADOPTED this 5 day of August, 2015.


Mayer Alfonso E. Ortiz, Jr.

ATTEST:

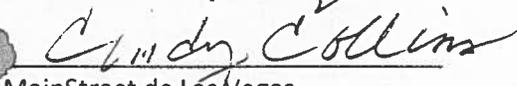

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:


Dave Romero, City Attorney

SIGNED:


Elmer J. Martinez, City Manager


MainStreet de Las Vegas

Initial: AC
Date: 8-5-15

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8/31/15

DEPT: Community Development

MEETING DATE: 9/9/15

DISCUSSION ITEM/TOPIC:

Recommendation to amend Agreement #3085-15 with the Las Vegas/San Miguel Economic Development Department, Inc. (EDC), to add the establishment and management of a Business Incubator/Entrepreneurial Institute

BACKGROUND/RATIONALE:

The Contractor has been coordinating with New Mexico Highlands University and plans to establish the incubator in the currently vacant Hewett Hall. The incubator will identify entrepreneurs at local institutions who are interested in going into business and/or filling recognized gaps in products, programs and services in the community. The Contractor would be compensated for the additional services in the amount of \$7,500.

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:



**ALFONSO E. ORTIZ, JR.
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**AMENDMENT TO AGREEMENT #3085-15
WITH THE LAS VEGAS/SAN MIGUEL ECONOMIC DEVELOPMENT, INC.**

The Addendum to Agreement entered into this _____ day of _____, 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, on August 7, 2015, the City and Contractor entered into an agreement for economic development services, as 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, the City wishes to add additional services to the annual agreement that will allow for the development and management of a Las Vegas Business Incubator/Entrepreneurial Institute.

NOW THEREFORE, the parties agree as follows:

- Contractor will establish a Business Incubator/Entrepreneurial Institute in collaboration with New Mexico Highlands University and Luna Community College, as well as economic development partners in the area to create a program for identifying entrepreneurs at local institutions who are interested in going into business and/or filling recognized gaps in products, programs and services in the community. Contractor will collaborate with all available resources in the State Economic Development Office to make best use of Existing programs and to help offset costs.
- Contractor shall report directly to the Community Development Director and shall submit quarterly status/activity reports, to include a breakdown of the Business Incubator operating costs, for review and approval prior to the City making payment to the Contractor.
- Contractor shall be compensated for the additional services in the amount of \$7,500, to be paid quarterly.
- All provisions of the August 7, 2015, contract shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 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.

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE

This contract entered into this 7 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 Chamber of Commerce, a New Mexico non-profit corporation exempt under Section 501(c)(6), hereinafter called the "Contractor."

WHEREAS, the Contractor's mission is to strengthen the local economy through leadership, promote a healthy business climate, serve as a voice for business in community affairs and support the civic welfare of Las Vegas.

WHEREAS, the Contractor has established the following goals:

- Support economic development efforts, to include encouraging new business and promoting existing businesses
- Implement a Shop Local Campaign that educates the consumer on why this is important
- Promote opportunities and market Las Vegas as a meeting and visitor destination
- Promote awareness of Las Vegas as a film location
- Provide support for tourism efforts and assist the service industry in meeting tourism needs
- Increase awareness of the Chamber, meet the needs of investors, and foster unity and cohesiveness within the business community, educational institutions and government

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 **\$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **\$7,500** in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

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:

Initial: JR
Date: 8-7-15

I. SCOPE OF WORK

1. **Membership Drive:** Contractor shall present a board approved membership package plan and shall have a minimum of one hundred (100) new/recurring members by the end of the contract period.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

2. **Outreach Events:** Contractor shall organize one (1) event monthly, such as Business After Hours, Open House, Ribbon Cutting or Community Outreach Event.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

3. **Event Facilitation:** Contractor shall participate in the transition of components of the 4th of July Fiestas, to include the Reina Coronation/Dance and 4th of July Parade. Contractor shall coordinate efforts with the City's Event & Marketing Manager and shall designate a board member to sit on the City's Fiesta Oversight Committee.

Contractor will assist with conference/convention facilitation, to include visitor packet preparation, registration booth assistance, lodging coordination, etc.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

4. **Electronic and Media Communication:** Contractor shall maintain an updated website that includes the mission and goals of the organization, membership package information, news and local events (Coordinate with City to utilize link to City's event calendar).

Contractor shall coordinate with the City to add a Las Vegas/San Miguel Chamber of Commerce link on the City's tourism website.

Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the Las Vegas/San Miguel Chamber of Commerce website.

Contractor shall maintain a social media marketing campaign that must include both Facebook and Twitter and shall make regular updates, to include events, announcements, business promotion, etc.

Contractor will be a part of at least two (2) local radio programs per month to promote local businesses.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

5. **Direct Mail:** Contractor will respond to requests for community and business related information and relocation information via e-mail, phone and mail, and will refer inquiries to community businesses as appropriate. Contractor will maintain detailed records of requests and referrals.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

Initial: FL
Date: 4/15

6. **Retail Marketing Initiative:** Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens and veterans.

- a. Contractor shall report quarterly on the status of the project (See Section III)

7. **Visitor Services:** Due to the proximity of the Contractor to the City of Las Vegas Visitor Center, the Contractor will coordinate services with Visitor Center staff to ensure there is no duplication of services.

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work through a collaborative effort between public and private sectors that could include the Las Vegas/San Miguel Economic Development, Inc., MainStreet de Las Vegas, local Veteran/Senior Citizen organizations, Big Brothers Big Sisters, etc. 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. 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. Contractor shall present the quarterly report to the governing body at the next available meeting following submission to the Community Development Department.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **eight thousand seven hundred and fifty dollars (\$8,750.00) 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 **\$8,750.00** 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.

Office space, to include utilities, and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$7,500 (\$625/month).

V. 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.

Initial: HK
Date: 8-7-15

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

Initial: FR
Date: 8-7-15

XI. 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.

XII. SUBJECT TO LAWS

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

XIII. 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.

IXV. 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.

XV. 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.

XVI. 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.

Initial: H
Date: 4/2/15

XVII. AMENDMENT

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

XIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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: FD
Date: 4/15

PASSED, APPROVED AND ADOPTED this ~~28~~²⁹ day of ~~August~~^{July}, 2015.

401

Alfonso E. Ortiz Jr.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Cassandra Fresquez

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

DAVE Romero

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez

Elmer J. Martinez, City Manager

Las Vegas/San Miguel Chamber of Commerce

Las Vegas/San Miguel Chamber of Commerce

Initial: _____

Date: _____