



CITY OF LAS VEGAS

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

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
April 20, 2016–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. MAYOR'S APPOINTMENTS/REPORTS**
- VII. MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- VIII. PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- IX. CITY MANAGER'S INFORMATIONAL REPORT**
- X. DISCUSSION ITEMS**

1. 2016 Audit Contract

Ann Marie Gallegos, Finance Director The City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 audits. This is the second year of a three year proposal with RPC CPAs + Consultants, LLP.

2. Resolution #16-19 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting authorization to increase or decrease the FY2016 budgeted revenues, expenditures and transfers to or transfers from various funds.

3. Recommendation to amend Agreement #3084-15 with the Las Vegas/San Miguel Chamber of Commerce (LVSMCC) to include hospitality training services.

Lindsey Valdez, Community Development Director The LVSMCC wishes to remove the Retail Marketing Initiative deliverable from the current scope of work which reads, "Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens, and veterans." The New Mexico Highlands University Athletics Department has introduced a similar app, thus, the LVSMCC, to avoid duplication, is proposing alternative deliverables. The LVSMCC is requesting the addition of hospitality training services, as well as staff support at the City of Las Vegas Visitor Center. The amount paid to the LVSMCC for services during the current contract period will not change.

4. Purchase of a 2016 Wilkens open top walking floor trailer from MCT Industries in the amount of \$89,224.45.

Matt Griego, Solid Waste Director The Trailer will be used for the transportation of waste collected by the City's Solid Waste Department to a designated landfill as per New Mexico Environment Department permit #SWM-250605.

5. Consideration of purchasing road maintenance equipment.

Martin Gonzales, Public Works Director The city streets have served their purpose well; however, they have been deteriorating at a faster rate than city funds can keep up with. The goal is to reconstruct, resurface, repair, maintain and improve the streets of Las Vegas. Owning a combination of the 1) Asphalt Zipper 2) Caterpillar AP255E Paving machine and 3) MT600 Mauldin Hot Tack Sprayer can provide the necessary tools to effectively and efficiently alleviate many basic issues related to street repair and maintenance. The total cost of the equipment is \$260,016.00.

6. Award request for bids #2016-25 for hydraulic fusion machine with all inserts 4" thru 12" and any applicable attachments of accessories to the low bidder.

Ken Garcia, Utilities Director The Water Division needs this piece of equipment to assist with installation of poly pipe which will be used to replace older water and sewer pipe.

7. Fair Housing Resolution #16-20 with Required Elements.

Elmer J. Martinez, City Manager Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing. Mayor and Council are asked to adopt a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

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 DISABILITIES: 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: 03/29/2016 DEPT: FINANCE MEETING DATE: 04/20/2016

DISCUSSION ITEM/TOPIC: 2016 Audit Contract

BACKGROUND/RATIONALE: The City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 Audits. This is the second year of a three year proposal with RPC CPAs + Consultants, LLP.

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:



MAYOR



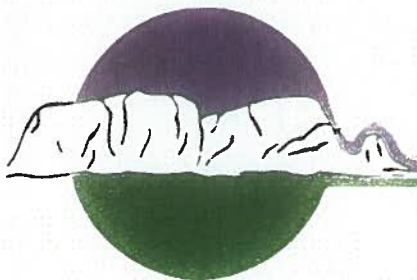
ELMER J. MARTINEZ
CITY MANAGER

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

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

ALFONSO E. ORTIZ, JR.
Mayor

IPA Recommendation Form for Audits

(Please print on your agency's letterhead)

- ❖ Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(G)(6)(c).

I. Agency Contact Information

Name of Agency: City of Las Vegas

Address of Agency: 1700 North Grand Avenue, Las Vegas, New Mexico 87701

Phone # of Agency: 505-426-3251

FAX# of Agency 505-425-7335

City: Las Vegas (State: NM) Zip: 87701 Web Site Address: lasvegasnm.gov

Agency Head Contact Information

Name of Agency Head: Elmer J. Martinez

Title of Agency Head: City Manager

E-mail address of Agency Head: ejmartinez@ci.las-vegas.nm.us

Agency Contact Information

Name of Agency Contact: Ann M. Gallegos

Title of Agency Contact: Finance Director

Phone # of Agency Contact: 505-426-3251

FAX# of Agency Contact 505-425-7335

E-mail address of Agency Contact: amgallegos@ci.las-vegas.nm.us

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract.

Name of IPA Firm:

RPC CPAs + Consultants, LLP

Phone # 505-883-2727

Fax: 505-884-6719

E-mail

Address: 2700 San Pedro NE, Albuquerque, New Mexico 87110

Note: If there is a change in the On-Site Manager, the Office of the State Auditor must be notified in writing.

III. Important Dates

For which Fiscal Year (FY) is this recommendation being made: 2016

Estimated Audit Start Date July 15, 2016

Estimated Completion Date December 15, 2016

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds:

☐ My agency procured an annual financial and compliance audit **without** a Single Audit.

☒ My agency procured an annual financial and compliance audit **with** a Single Audit.

V. Multi-Year Certification**Please check the appropriate box below:**

- ☒ This is a multi-year award and this request applies to the 2nd year of a 3 year Proposal.
☐ This is a one year procurement award for only the fiscal year indicated in Section III.

VI. Fee and Hour Breakdown

Category	The first year of our 3-year procurement was FY 20 <u>15</u> (or use just these columns for one-year procurement)		The second year of our 3-year procurement was FY 20 <u>16</u>		The third year of our 3-year procurement was FY 20 <u>17</u>	
	Year 1 Hours	Year 1 Cost	Year 2 Hours	Year 2 Cost	Year 3 Hours	Year 3 Cost
Financial Statement Audit	465	\$ 48,825.00	465	\$ 48,825.00	465	\$ 48,825.00
Financial Statement Preparation	80	\$ 8,400.00	80	\$ 8,400.00	80	\$ 8,400.00
Federal Single Audit	85	\$ 8,925.00	85	\$ 8,925.00	85	\$ 8,925.00
Other allowed non-audit services						
Component Units	150	\$ 15,350.00	95	\$ 9,721.00	95	\$ 9,721.00
Other						
SUBTOTAL		\$ 81,500.00		\$ 75,871.00		\$ 75,871.00
Gross Receipts Tax		\$ 6,639.00		\$ 6,180.00		\$ 6,180.00
TOTAL	780	\$ 88,139.00	725	\$ 82,051.00	725	\$ 82,051.00

SIGNATURE PAGE

I hereby certify that all the information submitted in this recommendation is true, accurate and complete to the best of my knowledge. Furthermore, I also hereby certify that, to the best of knowledge, my agency complied with applicable provisions of the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) and the Audit Rule (2.2.2 NMAC) in the procurement of the IPA and recommendation to the State Auditor. Finally, I hereby attest that I have the authority to certify the information submitted in this recommendation on behalf of the agency.

Agency Head/Designee: _____
(Signature)

Elmer J. Martinez

(Print Name)

City Manager

(Title and Date)

Contract Data Form for Audits

Information saved successfully

Please enter all contract information below. If not applicable, please put N/A in the field.

I. Agency Contact Information

Agency Type

Local Public Body (LPB) - Do Not Qualify For Tiered System

Name Of Agency

City of Las Vegas

Address Of Agency

1700 North Grand Avenue

Phone # Of Agency

(505) 426-3251

Fax # Of Agency Optional

(505) 425-7335

City

Las Vegas

State

NM

Zip

87701

Web Site Address Optional

www.lasvegasnm.gov

Agency Head Contact Information

Name Of Agency Head

Elmer J. Martinez

Title Of Agency Head

City Manager

Email Address Of Agency Head

ejmartinez@ci.las-vegas.nm.us

Agency Contact Information

Name Of Agency Contact

Ann M Gallegos

Title Of Agency Contact

Finance Director

Phone # Of Agency Contact

505-426-3251

Fax # Of Agency Contact Optional

505-425-7335

Email Address Of Agency Contact

amgallegos@ci.las-vegas.nm.us

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract

On-Site Manager Name

Robert Cordova, CPA

Name Of IPA Firm

Information saved successfully
RPC CPAs + Consultants, LLP

Phone #

505-883-2727

Fax # Optional

505-884-6719

E-Mail Address

rcordova@rpcllp.com

III. Important Dates

For Which Fiscal Year (FY) Is This Recommendation Being Made: 2016

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$750,000 or more of federal funds):

☐ My agency procured an annual financial and compliance audit without a Single Audit.

☒ My agency procured an annual financial and compliance audit with a Single Audit.

V. Multi Year Certification

Please check the appropriate box below:

☒ This is a multi-year award.

This is a one year procurement award for only the fiscal year indicated in Section III.

This request applies to the chosen year of a multi-year proposal:

Year 1 ☒ Year 2 Year 3

VI. Fee and Hour Breakdown

Do not use commas - numbers only

Category	[Year 1] Hours	[Year 1] Cost	[Year 2] Hours	[Year 2] Cost	[Year 3] Hours	[Year 3] Cost
Financial Statement Audit	465	\$48,825.00	465	\$48,825.00	465	\$48,825.00
Financial Statement Preparation	80	\$8,400.00	80	\$8,400.00	80	\$8,400.00
Federal Single Audit	85	\$8,925.00	85	\$8,925.00	85	\$8,925.00
Other allowed non-audit services						

Category	[Year 1] Hours	[Year 1] Cost	[Year 2] Hours	[Year 2] Cost	[Year 3] Hours	[Year 3] Cost
		\$0.00		\$0.00		\$0.00
Component Units	150	\$15,350.00	95	\$9,721.00	95	\$9,721.00
Other		\$0.00		\$0.00		\$0.00
SUBTOTAL		[\$] 81,500.00		[\$] 75,871.00		[\$]75,871.00
Gross Receipts Tax		\$6,639.00		\$6,180.00		\$6,180.00
TOTAL	780	[\$] 88,139.00	725	[\$] 82,051.00	725	[\$]82,051.00

For The Current Fiscal Year, Total Amount Payable Including New Mexico Receipts Tax And Expenses, Shall Not Exceed:

\$82,051.00

Additional Information

Agency Contract Reference Number *Optional*

Number Of Copies To Be Delivered By The Contractor To The Agency

15

This Contract is made effective as of the date of the signature of the Office of the State Auditor.

Agency

Name: _____

By: _____

Title: _____

Date: _____

Contractor

Name: _____

By: _____

Title: _____

Date: _____

This Contract has been approved by: Office of the State Auditor

By: _____

Title: Deputy State Auditor

Date: _____

1 Information saved successfully

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/08/2016 DEPT: FINANCE MEETING DATE: 04/20/2016

DISCUSSION ITEM/TOPIC: Resolution #16-19 Budget Adjustment Resolution

BACKGROUND/RATIONALE: The City of Las Vegas is requesting authorization to increase or decrease the FY2016 Budgeted Revenues, Expenditures, Transfers to or Transfers from various funds.

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:



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)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-19

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2016; and

WHEREAS, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in/or out in various funds; and

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2016 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2016;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS 27th DAY OF April 2016.

Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

Dave Romero, City Attorney

Resolution		CITY OF LAS VEGAS RESOLUTION 16-19				
16-19	Fund	Revenues	Transfers	Expenditures		
	297 Drug Eradication Grant	6,000		\$	6,000	Overtime-Police Department
	Total	\$ 6,000	\$ -	\$ -	\$ 6,000	

MUNICIPALITY
CITY OF LAS VEGAS

RED = DEFICIT

ROUNDED TO NEAREST DOLLAR

Fiscal Year 2015-2016[illegible]

DFA APPROVAL DATE	DFA RESO NUMBER	CITY OF LAS VEGAS RESO NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE	
									\$0					
			FUND TOTAL		\$4,770,267.00	\$0	\$167,480.00	\$5,670,019.00	(\$290,792)	\$6,643,408.00	\$3,671,586		\$3,671,586.00	
			231/235 TRANSPORTATION		\$177,118		\$0	\$232,716	\$190,060	\$413,164	\$186,730	\$0	\$186,730	
			FUND TOTAL		\$177,118	\$0	\$0	\$232,716	\$190,060	\$413,164	\$186,730	\$0	\$186,730	
			Other Enterprise (enter fund name)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			Other Enterprise (enter fund name)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			INTERNAL SERVICE FUNDS	600	\$1,271,282		\$0	\$2,600	\$865,438	\$1,707,937	\$431,283	\$0	\$431,283	
			FUND TOTAL		\$1,271,282	\$0	\$0	\$2,600	\$865,438	\$1,707,937	\$431,283		\$431,283	
			TRUST AND AGENCY FUNDS	700	\$39,890		\$0	\$0	\$0	\$0	\$39,890	\$0	\$39,890	
			FUND TOTAL		\$39,890	\$0	\$0	\$0	\$0	\$0	\$39,890		\$39,890	
			GRAND TOTAL		\$20,869,992	\$0	\$2,368,503	\$49,517,427	\$0	\$58,896,226	\$14,089,998	\$1,002,265	\$13,087,743	

PREPARED BY: ANN M. GALLEGOB, FIN DIR.

PREPARED BY: _____
Name and Title

Internal DFA use:
DFA Resolution number: _____
Verified by: _____
Official Resolution attached: _____

1. This form must accompany the official approved Resolution.
2. Counties/Municipalities only enter in the WHITE area.
3. Only one (1) Resolution per line (do not skip lines)
4. Enter only roll up BAR adjustment totals in each fund.
5. Do not enter transaction descriptions on this sheet they should
6. BAR's with negative cash balances will not be accepted. (if the RED=DEFICIT is highlighted in red at the top of the page the deficit must be corrected prior to submission)
7. Enter negative numbers in () only.
8. Do not enter positive numbers in ().



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Chief Juan F. Montaño

MEMORANDUM

TO: ANN MARIE GALLEGOS, FINANCE DIRECTOR

FROM: *Beatrice Salazar*
BEATRICE SALAZAR, GRANTS ADMINISTRATOR

DATE: MARCH 25, 2016

RE: REQUEST FOR BUDGET

Attached you will find copies of the award from the Drug Enforcement Agency and a budget breakdown. These are being forwarded to you in order to receive DFA approval to expend these funds. We have used the 297 fund in the past.

Should there be any questions or concerns, please feel free to contact me.

Drug Eradication Grant 297 Fund

EXPIRES 09/30/16[illegible]



Agreement / Contract

No. 2837-14

City of Las Vegas

Date

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2016-97

This Letter of Agreement (LOA) is entered into between the **NEW MEXICO LAS VEGAS POLICE DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of New Mexico*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of New Mexico*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of New Mexico*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **SIX THOUSAND DOLLARS (\$6,000.00)** for the period of JANUARY 1, 2016, to SEPTEMBER 30, 2016, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is

specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund;" [Agency Initial JA]

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. [Agency Initial JA]. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they are not **automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the

(c) total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY's** personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the

manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted and submitted accordingly to the Federal Audit Clearinghouse database, without a CFDA number. The auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is 01/01/2016 through 09/30/2016.

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring

compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of New Mexico resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/7/16

DEPT: Community Development

MEETING DATE: 4/20/16


DISCUSSION ITEM/TOPIC:

Recommendation to amend Agreement #3084-15 with the Las Vegas/San Miguel Chamber of Commerce (LVSMCC) to include hospitality training services.

BACKGROUND/RATIONALE:

The LVSMCC wishes to remove the Retail Marketing Initiative deliverable from the current scope of work which reads, "Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens, and veterans." The New Mexico Highlands University Athletics Department has introduced a similar app, thus, the LVSMCC, to avoid duplication, is proposing alternative deliverables. The LVSMCC is requesting the addition of hospitality training services, as well as staff support at the City of Las Vegas Visitor Center. The amount paid to the LVSMCC for services during the current contract period will not change.

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:


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 #3084-15
WITH THE LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE**

Addendum to Agreement #3084-15 entered into this _____ day of _____, 2016, 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 the Las Vegas/San Miguel Chamber of Commerce (LVSMCC), a New Mexico non-profit exempt under Section 501(c)6, hereinafter called the "Contractor."

WHEREAS, on August 7, 2015, the City entered into an Agreement with the Contractor for the purpose of strengthening the local economy, promoting a healthy business climate, serving as a voice for local businesses and supporting the civic welfare of Las Vegas; and

WHEREAS, the Contractor wishes to amend the August 7, 2015, Scope of Work by removing Section Six: Retail Marketing Initiative which reads, "Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens, and veterans;" and

WHEREAS, the New Mexico Highlands University Athletics Department has introduced a similar community app and, to avoid duplication, the Contractor has requested such amendments to the Scope of Work; and

WHEREAS, the Contractor wishes to replace Section Six of the Agreement with Hospitality Training Services, as well as staff support at the City of Las Vegas Visitor Center.

NOW THEREFORE, the parties agree as follows:

1. Section Six: Retail Marketing Initiative will be removed from the Scope of Work and will be replaced with the following language:

Hospitality Training Services – Contractor will take the lead in developing hospitality training services to be made available to local businesses servicing Las Vegas tourism. Contractor shall coordinate all hospitality initiatives with the City's Event Planner/Film Liaison. Contractor shall become a member of the New Mexico Hospitality Association no later than May 16, 2016, and shall coordinate services when applicable. Contractor shall conduct a customer service training no later than June 16, 2016. Contractor shall contact all Las Vegas restaurants, motels/hotels, and service stations to identify businesses interested in participating in the training. The training should encourage cross-promotion of tourist services in Las Vegas and San Miguel County. Contractor shall develop and provide to participating businesses customer service surveys specific to restaurants, motels/hotels, and service stations; this will provide feedback for management before and after participation in the training.

2. Section Seven: Visitor Services will include the following additional language:

Contractor shall be available to assist at the City of Las Vegas Visitor Center (during LVSMCC business hours) in the absence of Visitor Center staff and during peak traffic hours (e.g. special events).

3. All of the provisions of the August 7, 2015, Agreement not inconsistent herewith shall remain in full force and effect thru June 30, 2016.

SIGNED:

Elmer J. Martinez, City Manager

Las Vegas/San Miguel Chamber of Commerce

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

DRAFT

**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: 8-2-15

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: 4-7-15

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: JK
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: GR
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: 4-7-15

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: 4/1/15

PASSED, APPROVED AND ADOPTED this 29 day of August, 2015.

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: _____

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/3/16

DEPT: Solid Waste

MEETING DATE: 4/20/16

DISCUSSION ITEM/TOPIC:

Purchase of a 2016 Wilkens open top walking floor trailer from MCT Industries in the amount of \$89,224.45

BACKGROUND/RATIONALE:

Trailer will be used for the transportation of waste collected by the City's Solid Waste Department to a designated landfill as per New Mexico Environment Department permit # SWM-250605

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:


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)



MCT INDUSTRIES

www.mctindustries.com

Customer: City of Las Vegas
 Attn: Alvin Jiron
 Phone: 505-426-6552
 505-429-2528
 Email: ajiron@ci.las-vegas.nm.us

Fermin Maes

Cell 505-681-9914
 Office 505-345-8651
 Fax 505-345-2597

Qty.	Description	Price
1	2016 Wilkens Open Top Steel Sheet & Post Walking Floor Transfer Trailer	
		Price Each
	SPECIFICATION MODEL: 48117SPOW CAPACITY: 117 CUBIC YARDS OUTSIDE DIMENSIONS A. LENGTH.....48" B. HEIGHT.....12'6" C. WIDTH FRONT.....102" D. WIDTH REAR.....102" INSIDE DIMENSIONS E. LENGTH.....47'9" F. HEIGHT FRONT.....92" G. HEIGHT REAR.....99" H. WIDTH FRONT.....96" I. WIDTH REAR.....96" TRAILER FEATURES J. SIDEWALL50,000# M.Y. 12GA STEEL SHEET & POST, POSTS ON 15" CENTERS, SOLID WELD, 7" WEDGE BODY K. TOP RAIL4" X 8" X 3/8" 50,000# YIELD STEEL TUBE L. SPREADER BAR4" X 4" X 1/4" STEEL TUBE M. BOTTOM RAIL7GA FORMED STEEL TUBE N. KING PIN/LAST AXLE42", 10' SPREAD BETWEEN AXLES O. KING PIN SETTING36" WITH 3/8" STEEL T-1 PLATE P. SUB-FRAME4" x 8" x 3/8" 50,000# YIELD STEEL TUBE EXTENDED TO THE LANDING GEAR Q. LANDING GEARHOLLAND MARK V, SELF LEVELING SHOE R. GEAR SUPPORT.....7GA S. GEAR BRACES3" CHANNEL T. SUSPENSION.....TANDEM HUTCH 9700 TRIPLE SPRING, 10'2" SPREAD U. AXLES & BRAKES(2) 5" AXLES, 25,000#, MERITOR Q-PLUS, 451M ABS WITH TOP MOUNT CHAMBERS V. HUBS10 BOLT PILOTED W. RIMSSTEEL DISC 10 HOLE, WHITE X. TIRESMICHELIN XYZ-3, 285/11R22.5, LOW PRO Y. REAR DOORCURBSIDE SWING, H.D. HINGES, MANUAL RELEASE (RACHET TYPE) Z. FRONT PANELS12GA REINFORCED, ACCESS DOOR CENTERED FOR HYDRAULIC & ELECTRIC KING PIN SECTION.....FABRICATED FROM 1/2" T-1 PLATE CROSSMEMBERS4" X 3.2# ON 12' CENTERS, STEEL I-BEAM WITH GUSSETS ON EACH FRAME LIGHT SYSTEMTRUCK LIGHT 40 SERIES, LED LIGHTS IN DOOR COVERROLL TARP w/REAR CRANK IN LIEU OF ROLL RITE ELEC. TARP SYSTEM UNLOADING SYSTEM.....KEITH RFI DRIVE UNIT, 3" DRIVE CYLINDERS FLOOR THICKNESS.....KEITH #2299 3.5" FLOOR SLATS LANDFILL EQUIPMENT.....TOW HOOKS, PUSH BUMPERS, FRONT AND REAR LADDER, STOW AWAY LADDER, AREO QUP FITTINGS, FRONT VIEW WINDOW, REFLECTIVE TAPE ON TOP RAIL, ANTI-SAIL MUD FLAPS METAL PREPARATION.....EXTERIOR SANDBLASTED, EPOXY PRIMER PAINTBLUE ENAMEL - NO STRIPE FRONT CORNERS.....10" DIAGONAL RADIUS, FRONT ACCESS DOOR TO HYDRAULICS & ELECTRIC WEIGHT24,500# +/- 3% OPTION:.....NONE	
	SUB TOTAL PRICE EACH	

F.E.T. Federal Excise Tax		+	\$	
Freight		+	\$	
Other:	180-220 days lead time		\$	
Balance Due:	FOB Albuquerque, NM		\$	
	EACH		\$	\$89,224.45

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/08/16

DEPT: Public Works

MEETING DATE: 04/20/16

DISCUSSION ITEM/TOPIC: *Consideration of Purchasing Road Maintenance Equipment*

BACKGROUND/RATIONALE: The city streets have served their purpose well; however, they have been deteriorating at a faster rate than city funds can keep up with. The goal is to reconstruct, resurface, repair, maintain, and improve the streets of Las Vegas. Owning a combination of the 1) Asphalt Zipper 2) Caterpillar AP255E Paving Machine and 3) MT600 Mauldin Hot Tack sprayer can provide the necessary tools to effectively and efficiently alleviate many basic issues related to street repair and maintenance. The total cost of the equipment is \$260,016.00 (Asphalt Zipper - \$131,290.00, Caterpillar AP255E- \$105,654.00, and the Mauldin MT600 - \$23,072.00)

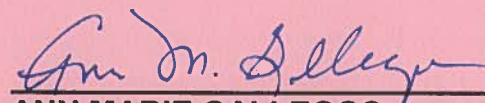
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


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)



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

SM10-14

Date
Prepared:

4/6/2016

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency: City of Las Vegas, NM
Contact Person: Martin Gonzales
Phone: 505-454-1401
Fax:
Email: mgonzales@ci.las-vegas.nm.us

Contractor: Asphalt Zipper, Inc.
Prepared By: Steve Christensen
Phone: 888-947-7378
Fax: 801-847-3250
Email: steve@asphaltzipper.com

Product Code: 01AD3 Description: AZ500-B173

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 109,490

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Asphalt Zipper AZ500-B173, 173hp John Deere Tier 3			
Engine, 48" Standard Cutter Head, DOT Certified Trailer			
Universal Bucket Mount System (Patent), Hydraulic Top			
Opening Hatch & depth Control, pressurized belt			
tensioning, Remote Control Delivery, Warranty, Training.			
01AE3 48" Containment System (Grind Box)	11000		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	11000

C. Unpublished Options - Itemize below - Attach additional sheet if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to 203 hp Cummins Tier 3 695 Pounds			
Torgue Engine, 300 Gallon Water System	10800		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	10800

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

9%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered: 1 X Subtotal of A + B + C: 131290 = Subtotal D: 131290

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		Subtotal E:	0

Delivery Date:

F. Total Purchase Price (D+E):

131290

Martin Gonzales

From: Steve Christensen Asphalt Zipper [schristensen@asphaltzipper.com]
Sent: Wednesday, April 06, 2016 9:06 AM
To: mgonzales@ci.las-vegas.nm.us
Subject: HGAC Contract Pricing Worksheet
Attachments: Las Vegas HGAC AZ500-B203.pdf

Martin,

Attached is the HGAC Contract Pricing Worksheet for the AZ500-B203. This is the same model that Bryan demonstrated with the addition of a 300-gallon water tank system. It has the 203-hp Cummins engine, the remote control, the grind box attachment, the hydraulic hatch for bit maintenance, and all of the other features that Bryan showed you. In addition, it also comes with the DOT dual axle trailer.

Let me know what else you might need.

Steve Christensen
Regional Sales Manager
Asphalt Zipper
801-847-3208 Direct
801-368-8446 Cell
www.asphaltzipper.com

steve@asphaltzipper.com



A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS
Houston, Texas
AND
CLOSNER EQUIPMENT CO., INC.
Schertz, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Closner Equipment Co., Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 21910 FM 2252, Schertz, Texas 78154.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a Street Maintenance Equipment Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Street Maintenance Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Street Maintenance Equipment through the H-GAC Contract to END USERS.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SM10-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:SM10-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

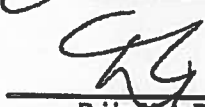
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:

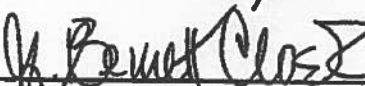


Deidre Vick, Director of Public Services

Date:

Sept. 25, 2014

Signed for Closner Equipment Co., Inc.
Schertz, Texas:



G. Bennett Closner

Printed Name & Title:

Resident / G. Bennett Closner

Date: Sept. 18, 2014

Attest for Closner Equipment Co., Inc.
Schertz, Texas:



Connie Furillo

Printed Name & Title:

Connie Furillo Inside Sales

Date: 9-17, 2014

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:

The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: Closner Equipment Co., Inc.

CONTRACT #: SM10-14

Purchase Order Address:

Contact Name: Connie Furillo
Address: PO Box 917
Schertz TX 78154
City State Zip Code
Telephone No. 210-732-2131
Email Address: Connie.furillo@closner.com
Fax No. 210-732-0706

Section I

Invoice Address:

Contact Name: Connie Furillo
Address: PO Box 917
Schertz TX 78154
City State Zip Code
Telephone No. 210-732-2131
Email Address: Connie.furillo@closner.com
Fax No. 210-732-0706

CONTRACT INFORMATION:

Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

Section II

1. Printed Name of Signatory: G. Bennett Closner
Corporate Title: Resident
Tel. No. 210-732-2131
Fax No. 210-732-0706
Email Address: bennett@closner.com

2. Printed Name of Signatory: Tim Haecker
Corporate Title: Controller
Tel. No. 210-732-2131
Fax No. 210-732-0706
Email Address: timhaecker@closner.com

SALES CONTACT INFORMATION

Person who End Users will contact for product information and pricing quotes.

Contact Name: Connie Furillo Title: Inside Sales & Traffic Manager
Address: PO Box 917 Schertz TX 78154
Street City State Zip Code
Telephone No.: 210-732-2131 Fax No.: 210-732-0706
Mobile #: _____ Email Address: Connie.furillo@closner.com
(Optional)

Section III

Contract Return Information

Mailing Address

Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77027-7727-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)

Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027

Revised 3/31/10









Quote 148682-01

April 7, 2016
CITY OF LAS VEGAS PBLC WRKS

1700 NORTH GRAND AVE
LAS VEGAS,, NM 87701

Attention: MARTIN GONZALES

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: AP255EQ Paving

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **HOURS:**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

David Cooper
Sales Representative
Wagner Equipment Co.

CATERPILLAR Model: AP255EQ Paving**STANDARD EQUIPMENT**

POWERTRAIN - CAT C2.2, 4-cylinder, diesel natural - aspirated engine, 34.1 kW (46HP) - EPA Tier IVa/EU stage IIIB certified - Air cleaner, dry-type dual element with - integral precleaner - Fuel filter / water separator - Fuel priming pump, manual - Hydrostatic propel system - Positive brake - Propel modes, Pave/Travel - Speed control system - Single speed planetaries - Two-speed motors (2) - Muffler, bolted stainless steel stack - Steel Track undercarriage - Crawlers, rubber bonded shoes - Crawlers, rubber bonded shoes - Shock absorption system - Tensioning, via two grease pistons -

ELECTRICAL - Alarm, back-up - Alternator, 65-amp - Battery, 12V, maintenance free, 750 CCA - Engine start switch with auto preheat - Floodlamp, halogen - Generator, belt driven, 12 kW - 240 VAC - Horn, forward warning - Starting and charging system, 12V - Beacon ready -

OPERATOR ENVIRONMENT - Control Console - Propel lever with speed control dial - Screed control - Steering wheel - Toggle switches - Warning indicators - Hour meter - Lockable vandalism guards - Operator presence micro-switch - Platform, handrails/guardrails - Power assist steering - Throttle control, manual, variable

APPLICATION SPECIFIC COMPONENTS - Adjustable height augers, hydraulic - Cast Ni-hard steel, split segment, - 260 mm (10.2 in) diameter - Electronic auger/feeder control system - Independent left and right auger control - Paddle sensor ready - Reversible augers and conveyor - Variable speed - Heavy-duty feeder flight bars - High-hardness, abrasion resistant drag - pans, replaceable - Hopper, 3.1 cu.m. (110 cu.ft.) capacity - with rubber belting flashing - Independent hopper wing control - Manual raise hopper apron - Outboard feeder drive - Remote mounted bearing lube points -

FLUIDS - Extended Life Coolant with protection - to -34c (29F)

OTHER STANDARD EQUIPMENT - Doors, service access, hinged, locking - Ecological washdown tank and pump - 17.2L (4.5 gal) - Fuel tank with sediment drain, - 65L (17.2 gal) - Push rollers - Sight gauges (engine coolant, air filter - restriction indicator) - Sound-suppression - Spray down hose - Steering guide (1) - Tow point indicator scales - Vandalism protection caplocks -

MACHINE SPECIFICATIONS

AP255E ASPHALT PAVER DCA2
363-7400 AP255E ASPHALT PAVER
421-9194 ENGINE
382-2682 INSTRUCTIONS, UNIVERSAL
382-2672 INSTRUCTIONS, UNIVERSAL
381-0710 POWER SUPPLY, 110V
375-8880 SCREED, AS3143
472-2397 CONTROL, AUGER, SONIC SENSOR
472-2398 CTL, CONVEYOR, SONIC SENSOR
LANE 1 ORDER
INSTRUCTIONS, ENGLISH
COMMISSIONING, NOT NEEDED
INSTRUCTIONS, U.S.
INSTRUCTIONS, U.S.
PACK, MISCELLANEOUS MATERIAL
PACKING, CONTAINER
CONTROL, GRADE, MECHANICAL
CENTRAL PAVING WIDTH REDUCTION
CONTROL, AUGER, PADDLE SENSOR
CTL, CONVEYOR, PADDLE SENSOR

Sell Price	\$105,654.00
Total After Tax Balance	\$105,654.00

WARRANTY & COVERAGE

Standard Warranty:

12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)

Extended Coverage:

3 Year / 5000 Hour Powertrain Extended Coverage Plan

F.O.B/TERMS:

Albuquerque

Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar Inc.

Date: 10 MAR 15

Company Address: 100 NE Adams Street

City: Peoria State: IL. Zip: 61629

Contact Person: Mike Hynes Title: Governmental Account Manager

Authorized Signature (ink only):

A handwritten signature in ink, appearing to be "Mike Hynes", written over a horizontal line.

Mike Hynes

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,
ATTACHMENTS, AND SUPPLIES**

Caterpillar, Inc
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this

19th

day of

May, 20 15NJPA Contract Number 032515-CAT

NJPA Authorized signature:

NJPA Board Member

Scott Vernon

(Name printed or typed)

Executed this

19th

day of

May, 20 15NJPA Contract Number 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CATERPILLAR INC.

Vendor Authorized signature:

Mike HynesMIKE HYNES

(Name printed or typed)

Title:

GOVERNMENTAL ACCOUNT MANAGER

Executed this

20th

day of

May, 20 15NJPA Contract Number 032515-CAT

AP255E

Paver



Cat® C2.2 Engine

Gross Power	34.1 kW	46 hp (m) 45 hp (l)
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Operating Weight

w/AS3143 Screed	4650 kg	10,251 lb
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Paving Widths

Standard Extendable Range	1400 mm - 2600 mm	4' 7" - 8' 6"
Maximum w/Extensions	3400 mm	11' 1"
Central Paving Range	500 mm - 1400 mm	20" - 55"
Right Side Paving Range	150 mm - 1000 mm	6" - 39"

WIDE PAVING RANGE IN A COMPACT PACKAGE

One look at the AP255E Asphalt Paver reveals that it is a compact machine. Operators are reminded of that as they maneuver around the twists and turns of cart paths, walkways and bicycle trails.

What the crews also quickly discover is the wide paving range of the AP255E. Extensions can increase paving width to 3400 mm (11' 1"), creating a combination of maneuverability and production.

That combination makes the AP255E a great fit for applications such as parking lots, urban streets—and the golf and cycle paths. The central and right side reduction attachments, meanwhile, further expand paving capability, making quick work of trenches, sidewalks and narrow shoulders.

A comfortable operating environment with all paver and screed functions easily accessible to a single operator ensures efficient performance, while electrically heated screed plates enable quick start-up when moving to the next starting position.

The AP255E will arrive at that next position in a hurry. Its compact nature also makes for easy on- and off-loading and cost-efficient transport.

CONTENTS

Cat® AP255E Features	2, 3
Smooth Delivery	4
Cat C2.2 Engine	5
Operating Environment	6, 7
Steel Track Undercarriage	8
Electric Screed Heat	9
Paving Widths	10
Specifications	11

FEATURES

HIGHLY MOBILE, RELIABLE AND DURABLE.

COMPACT AND VERSATILE

- Powerful Cat® C2.2 Stage IIIB (Tier 4 Interim) emission-compliant engine delivers a gross power of 34.1 kW [46 hp (m) 45 hp (l)] of clean power
- High ground clearance; easily overcomes manhole covers for work in parking lots as-well-as residential streets
- High performance in compact locations: sidewalks, cycle paths, golf courses, playgrounds, trenches
- Paving width reduction attachment and side paving capability optimize production on small jobsites

ELECTRIC SCREED HEAT

- Electrically heated screed plates
- Operator friendly
- Fast heating
- Independent control/heating of each screed section
- On-board belt-driven generator supplies 12 kW @ 240 V
- Auxiliary power panel delivers 1.5 kW @ 240 V

PRECISE MATERIAL CONTROL

- Advanced system with independent auger control
- Automated material control simplifies operation and provides smooth flow to the screed
- Adjustable auger height delivers consistent head of material to the screed and simplifies loading/unloading for transport
- Reversible augers and conveyor minimize spillage at the end of each pass
- Independent hopper wing control enables paving close to obstacles



FLEXIBLE PAVING WIDTHS

- Hydraulically extendible from 1.4 m to 2.6 m (55" to 102")
- With mechanical bolt-on extensions, extendible from 2.6 m to 3.4 m (102" to 134")
- Hydraulically extendable paving reduction attachment enables paving widths of 500 mm to 1400 mm (20" to 55")
- Hydraulically extendable side paving capability on right side enables paving widths of 150 mm to 1000 mm (6" to 39")
- Crown adjustment of +4.5% to -2.5%
- Screed plate vibratory frequency of 3400 rpm (56.7 Hz)

OPERATOR COMFORT AND SAFETY

- Comprehensive console enables a single operator to have complete control of screed and tractor
- Automotive-type steering wheel simplifies use
- Operator platform is equipped with an operator presence switch that enables machine functions





SMOOTH DELIVERY

CONTINUOUS FLOW LEADS TO BETTER MAT QUALITY.

AUTOMATED DELIVERY

- 73 metric tph (80 tph) throughput capacity
- An automatic material feed sensor mounted over the conveyor provides smooth mix delivery to the screed
- Independent auger control delivers mix where and when needed
- Reversible conveyor and augers minimize spillage at the end of the paving pass

SMOOTH FLOW

- Wide hopper width of 3050 mm (10') enables smooth truck delivery
- Independent hopper wing control simplifies operation next to buildings and other obstructions
- Truck discharge height of 525 mm (21") and rigid push-roller easily accept trucks



CAT® C2.2 ENGINE

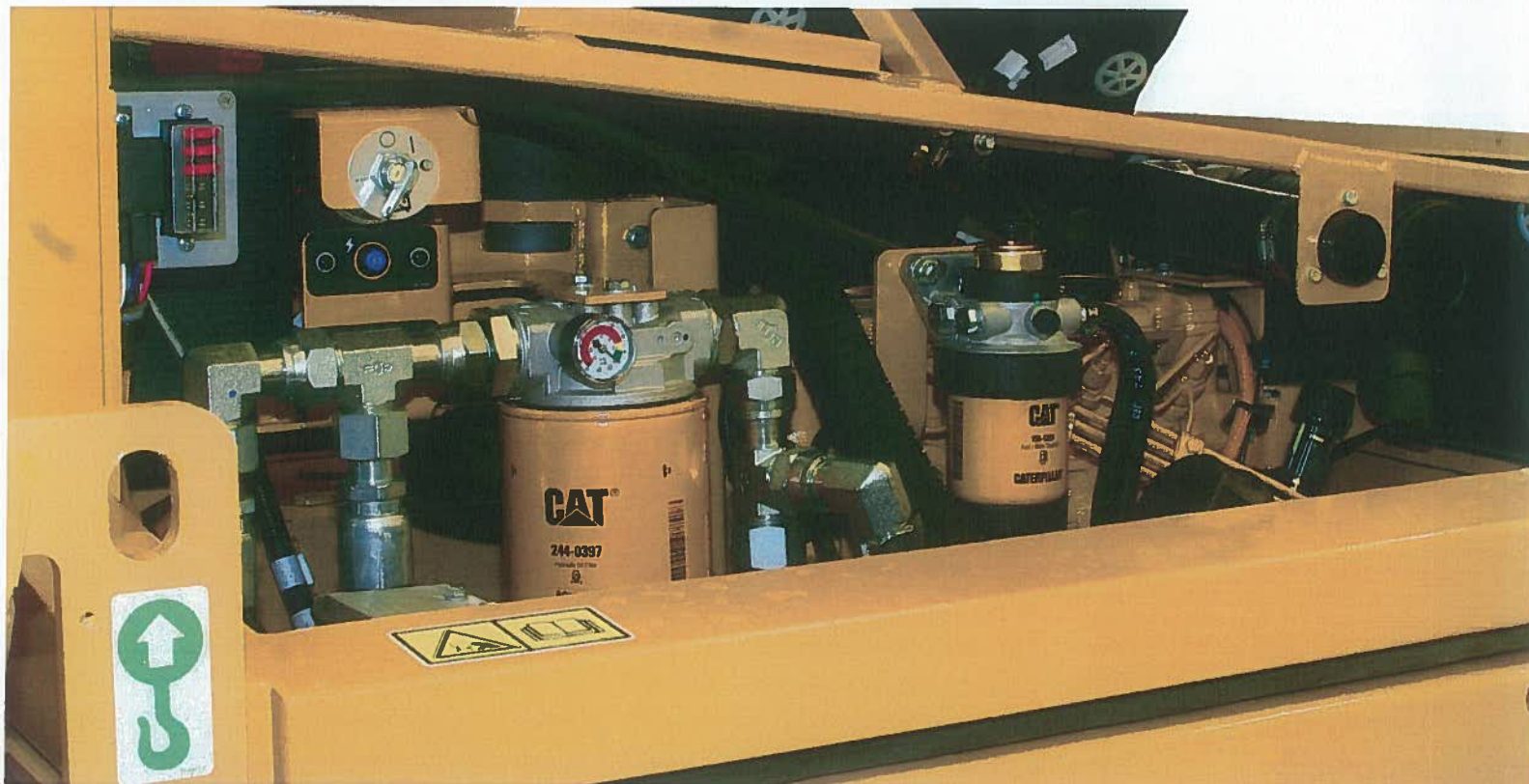
RELIABLE, QUIET, POWERFUL.

C2.2 FEATURES

- Meets U.S. EPA Tier 4 Interim and EU Stage IIIB emission standards
- Provides a gross power of 34.1 kW (46 hp (m) 45 hp (l)) of power
- Large capacity cooling system keeps engine operating efficiently
- Proven core engine design ensures reliability and quiet operation
- Fuel efficiency optimized to match paver's operating cycles

ENGINE COMPARTMENT

- Single-side servicing improves ease of maintenance
- Easily accessible service components include:
 - Air cleaner
 - Fuel filter w/water separator and priming pump
 - Engine oil filter and level check
 - Battery
- Automotive-type fuses, simple replacement
- Standard service intervals of 500 hours





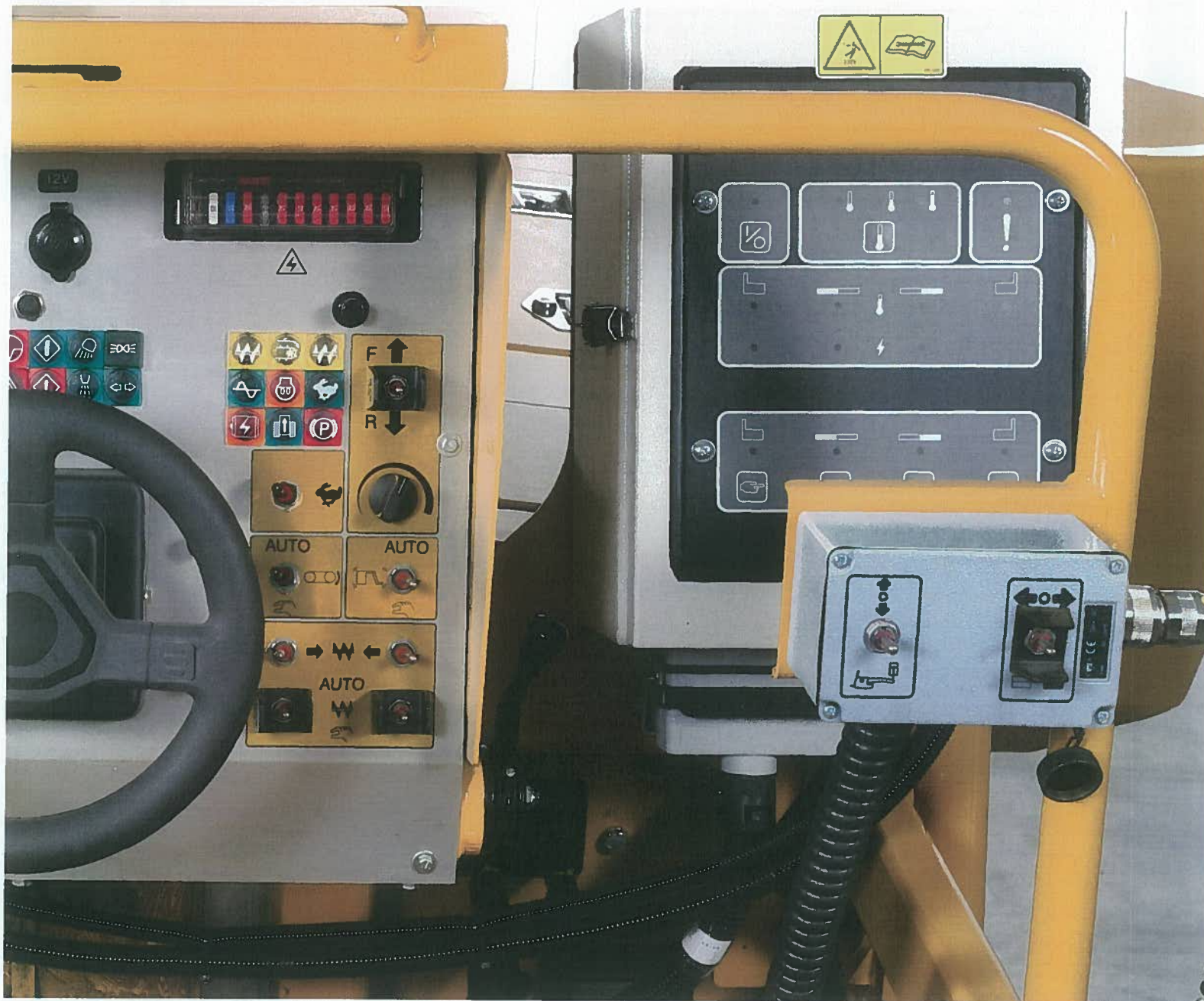
OPERATING ENVIRONMENT

OPERATE WITH CONFIDENCE.

The automotive-type steering system enables gradual, precise steering and a tight turning radius.

OPERATING ENVIRONMENT

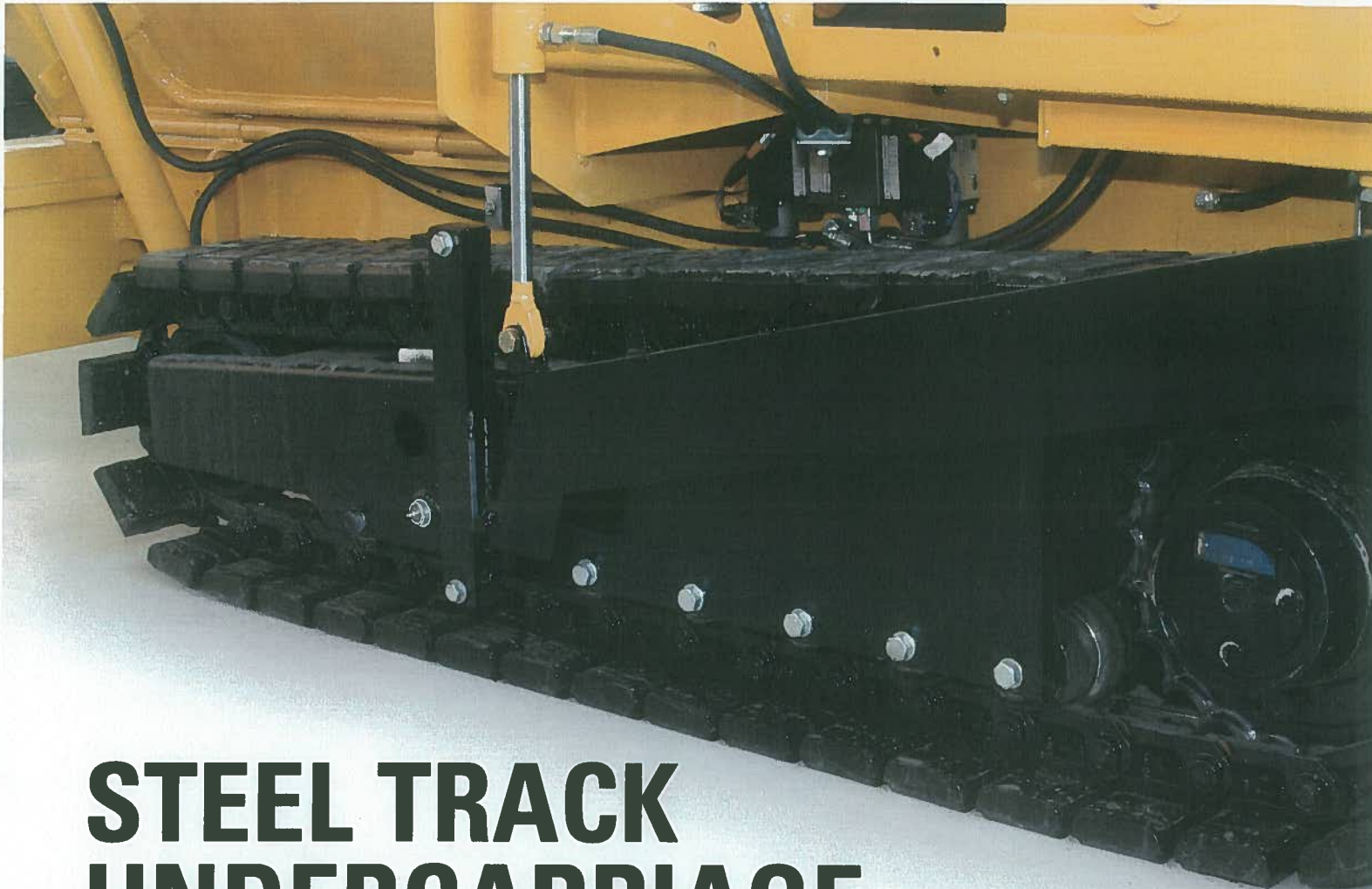
- Paver and screed controls easily accessible to a single operator
- Large platform enables easy side-to-side movement for good visibility that enables smooth truck exchanges and steady material flow
- Platform is equipped with a detection switch that enables machine functions when an operator is present
- Electric screed heat promotes cleaner working conditions for the operator and crew
- Large capacity cooling system directs warm air away from the operating platform for a comfortable operating environment



INTUITIVE CONSOLES

- Comprehensive console panel enables a single operator to monitor all essential functions
- User-friendly screed heating control unit positioned beside the control console for easy operator access
- Screed heating control units feature self-diagnostics
- Grouped toggle switches ensure efficiency and performance
- Grade and slope control available

A single operator controls all paver and screed functions, making the machine's simplified driving and responsive controls essential.



STEEL TRACK UNDERCARRIAGE

EXCELLENT TRACTION AND DURABILITY.

The steel track undercarriage offers smooth travel and excellent flotation for easy movement around the jobsite, while durable track pads deliver long-term performance.

MOBILITY AND STABILITY

- Two independent hydrostatic systems feature 2-speed hydraulic motor
- Long track base offers low ground contact pressure for good flotation on soft base materials
- Tracked undercarriage with heavy-duty, rubber-bonded pads provides excellent stability and traction
- Unique shock absorbing system ensures track tension

ADVANCED ELECTRIC SCREED HEAT

TOUCH-PAD TECHNOLOGY WITH MULTI-ZONE HEATING AND EVEN-HEAT DISTRIBUTION.

ELECTRIC HEAT FEATURES

- Touch-pad technology and LED indicator lights create a user-friendly interface
- Three pre-set temperature settings for each screed section ensure even-heat distribution
- Manual adjustments provide override capability
- Flattened bar-type heating elements deliver reliability
- Temperature sensors in each screed section, including extensions
- On-board diagnostics enable operator to verify fault indicators

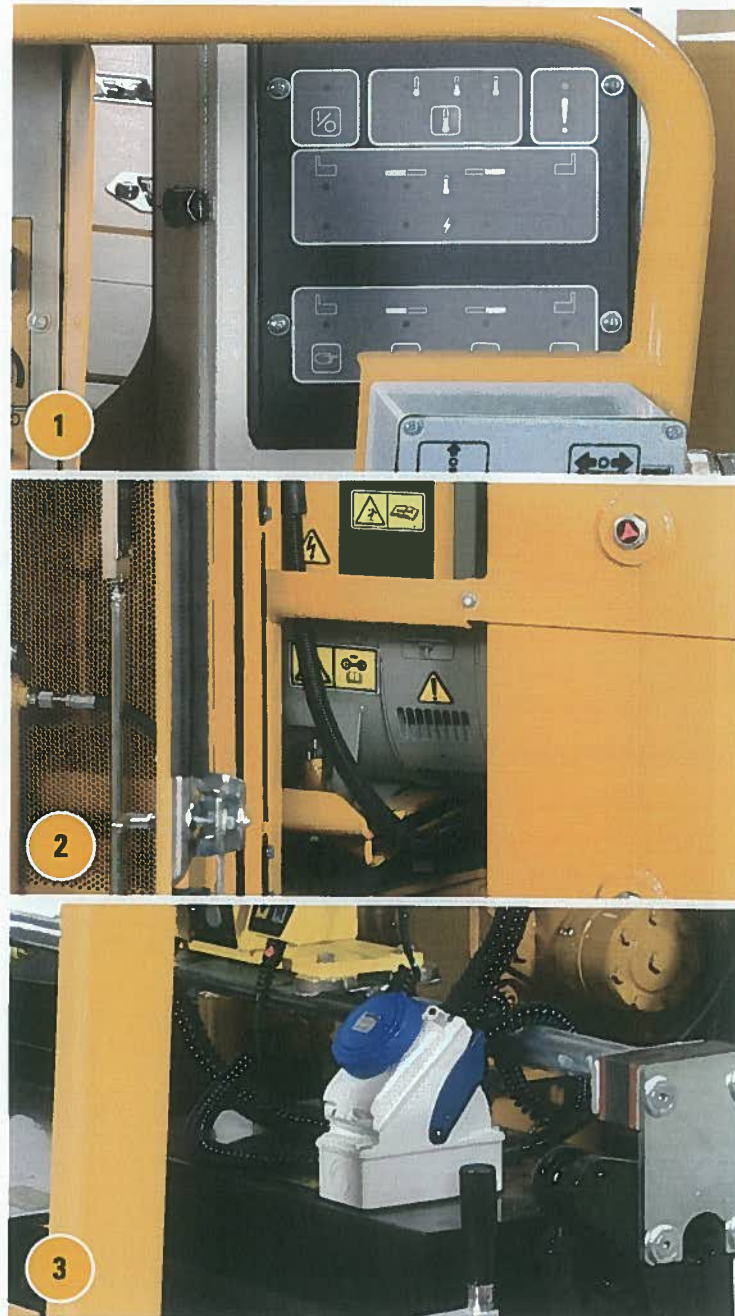
TRACTOR-MOUNTED GENERATOR

- Ground Fault Circuit Interrupter (GFCI) circuit breaker protection
- Fast heat-up
- Manual breaker reset
- 12 kW generator
 - Supplies 12 kW @ 240 VAC
 - Provides power to the electric screed and auxiliary power panel

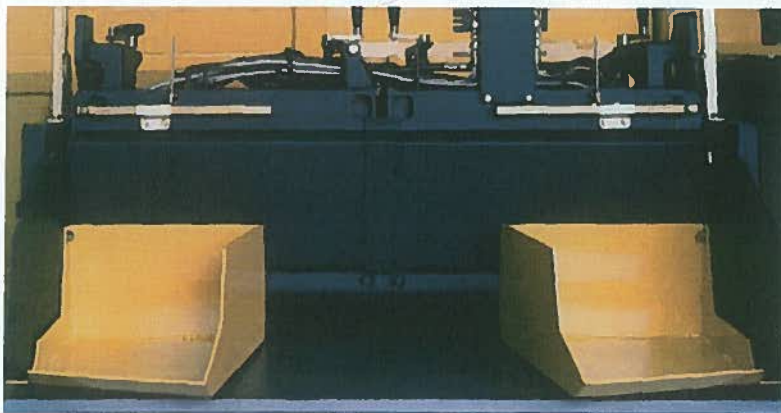
AUXILIARY POWER

- 1.5 kW of available power
- Supports standard lighting and power tools
- Panel is available with one, 240-volt receptacle

1. Electric Heat Panel
2. 12 kW Generator
3. Auxiliary Power Supply



PAVING DIMENSIONS

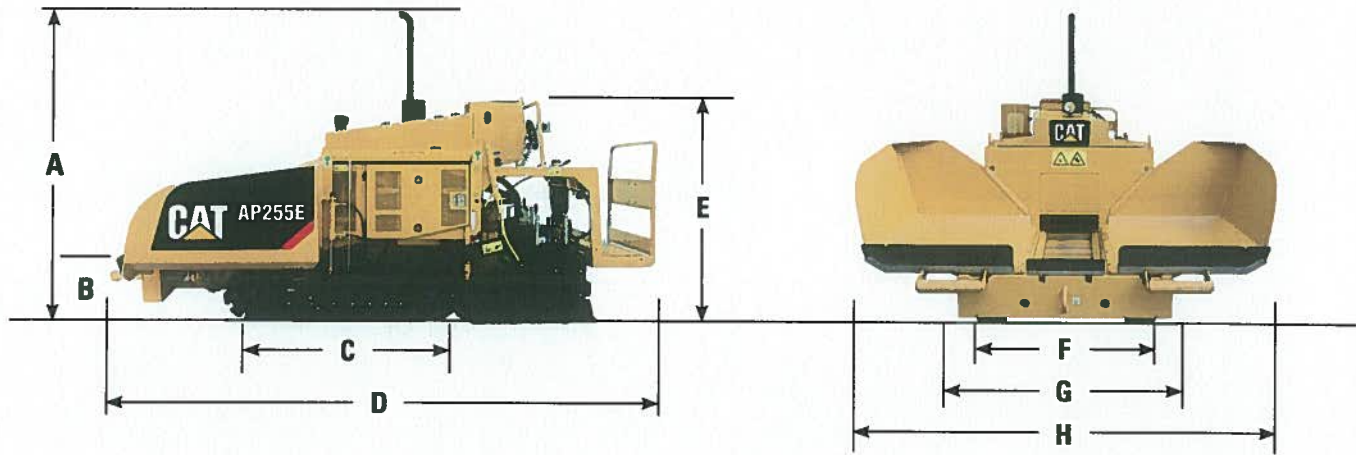


Central Paving Attachments



Right-Side Paving Attachment

SPECIFICATIONS



Dimensions

A Operating height	2536 mm (8' 4")
B Discharge height - hopper	582 mm (23")
C Ground contact length	1384 mm (4' 7")
D Overall length	4208 mm (13' 10")
E Transport height	1744 mm (5' 9")
F Track gauge width	1314 mm (4' 4")
G Transport width	1580 mm (5' 2")
H Tractor operating width	3000 mm (9' 10")

Material Delivery

Maximum throughput capacity	73 tonnes/h (80 tph)
Augers	independent, reversible
Auger flight diameter	260 mm (10")
Hopper capacity w/tunnels	3.1 m ³ (4.1 yd ³)
Vibration frequency	3400 rpm
Crown adjustment	+4.5% to -2.5%

Powertrain

Cat C2.2 engine – Gross Power	34.1 kW [46 hp (m) 45 hp (l)]
Net Power	33 kW [44.8 hp (m) 44 hp (l)]
Fuel capacity	65 L (17 gal)
Generator size	12 kW @ 240 VAC
Electrical system	12 V

Operating Weight

Tractor with AS3143 screed	4650 kg (10,251 lb)
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Screed Paving Range

Hydraulically extendable	1400 mm - 2600 mm (55" - 102")
Maximum w/extensions	2600 mm - 3400 mm (102" - 134")
Reduction attachment	500 mm - 1400 mm (20" - 55")
Side attachment	150 mm - 1000 mm (6" - 39")
Maximum depth	200 mm (8")

Speed

Paving	33 m/min (108 fpm)
Travel speed	3.2 km/hr (2 mph)

Optional Equipment

Power supply, 110V or 230V
Grade and slope control
Mechanical feed sensor
Screed extensions
Central paving attachment
Right side paving attachment

AP255E Paver

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

QEHQ1546-07 (4/15)

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Materials and specifications are subject to change without notice.
Featured machines in photos may include additional equipment.
See your Cat Dealer for available options.

CAT, CATERPILLAR, ACERT, their respective logos, and "Caterpillar Yellow," as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission



HGACBuy		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.: SM10-14		Date Prepared: 3/23/16	
<p><i>This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i></p>							
Buying Agency: City of Las Vegas, NM Contact Person: Martin Gozales Phone: 505-429-1369 Fax: Email:				Contractor: Clossner Equipment Prepared By: Connie Furillo Phone: 210-732-2131 Fax: 210-732-0706 Email: connie.furillo@clossner.com tsalazar@goldenequipment.com			
Product Code: 24D		Description: MAULDIN MT-600					
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$16,830
B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
8' spray bar with in-cab controls		\$2,772					
					Subtotal From Additional Sheet(s):		\$0
					Subtotal B:		\$2,772
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
					Subtotal From Additional Sheet(s):		
					Subtotal C:		\$0
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).							For this transaction the percentage is: 0%
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)							
Quantity Ordered: 1		X Subtotal of A + B + C:		\$19,602	=	Subtotal D: \$19,602	
E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.							
Description		Cost	Description		Cost		
Freight from Factory		\$2,600					
Reship to Customer		\$670					
Training		\$200					
					Subtotal E:		\$3,470
Delivery Date:			F. Total Purchase Price (D+E):			\$23,072	

MAULDIN



MAULDIN

PAVING PRODUCTS

Collier Brothers Corporation

MT-300 and MT-600 HOT TACK SPRAYERS

- **Hydraulically Driven Asphalt Pump with Forward and Reverse Material Flow**
- **Reverse Suction Reclaims Material from System**
- **Two Position Optional Spray Bar with Cab Control Allows Outer Nozzel View from Tow Vehicle Mirror**
- **Tank Recirculate Valve**
- **Single, 8" Diameter Flue with Triple Tank Pass**
- **Optional Features:**
 - Diesel Burner with Thermostat Control**
 - Tank Insulation**



****Optional Equipment Shown****

TACK TANKS

WEIGHTS			TANK CONSTRUCTION		
	Model MT-300	Model MT-600		Model MT-300	Model MT-600
Operating, Tank Empty	2250 lbs / 1,020 kg	2,850 lbs / 1,290 kg	Tank Heads	Dished & Flanged, Welded Inside & Out	
Torsion Spring Axle(s)	Single	Dual	Tank Shell	Standard Oval Cross Section	
Axle Capacity	6,000 lbs /2,722 kgs	6,000 lbs / 2,722kgs each	Baffle	NA	with Crawl Hole
Capacity	300 Gal / 1,135 L	600 Gal / 2,270 L	Manhole	20" / 51cm	
			Contents Gauge	Yes	
DIMENSIONS			ENGINE		
Overall Length	169" / 430 cm		Fuel Type	Gasoline	
Overall Width	96.5" / 245 cm		Power	9.5 HP (SAE/1394)	
Loading Height	62" / 158 cm	70" / 178 cm		7Kw	
Tires	225/75R15		Type and Cooling	1 Cylinder - Electric Start, Air Cooled	
Brakes	Electric, Single Axle				
PERFORMANCE DATA			FLUID CAPACITIES		
Asphalt Pump	8 GPM / 30 LPM, Reversible Hydraulic Driven		Solvent Tank	5 Gal. / 19 L	
Heating, Type	Propane, Twin Burners		Hydraulic Tank	5 Gal. / 19 L	
Heating Flue	Diameter: 8" / 20cm Single Flue Tube with Triple Tank Pass		Diesel Tank, (if equipped)	5 Gal. / 19 L	
Hand Spray Wand	Single Nozzle		TRAILER, SAFETY		
Hand Spray Hose	40 Feet / 12 Meters		Hitch, Pintle Eye	2 ¾ " / 70mm	
Hand Spray Hose Reel	Manual Wind		Braking	Electronic Break-Away System with Safety Chains	
			Wiring	Trailer Lighting, Standard	
OPTIONAL SPRAY BAR DATA			OPTIONAL EQUIPMENT		
Asphalt Pump	35 GPM / 130 LPM, Reversible Hydraulic Driven		Skid Mounting, Ball Hitch in lieu of Pintle Eye, Fire Extinguisher, Diesel Fired Burner with Thermostatic Control, Tank Insulation, 110 volt Overnight Heat,		
Width	8 Feet / 2.44 Meters		Non-Recirculating Spray Bar, Joint Spray Nozzle, Pencil Thermometer,		
Controls	In-Cab Controls		9.8 HP/ 7.3Kw Diesel Engine, Special Paint		
Thermometer Type	Dial Thermometer, 50° - 550° Fahrenheit				

Mar-13

Calder Brothers Corporation reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacture at any time without notice or obligation.

Sold & Serviced by:



Calder Brothers Corporation
250 E. Warehouse Ct.
Tailors, SC 29687
Phone (864) 244-4800
Fax (864) 244-5007
www.CalderBrothers.com

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS
Houston, Texas
AND
CLOSNER EQUIPMENT CO., INC.
Schertz, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Closner Equipment Co., Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 21910 FM 2252, Schertz, Texas 78154.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a Street Maintenance Equipment Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Street Maintenance Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Street Maintenance Equipment through the H-GAC Contract to END USERS.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SM10-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:SM10-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

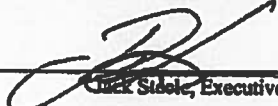
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

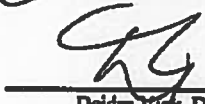
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Sidle, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Deidre Vick, Director of Public Services

Date: Sept. 25, 2014

Signed for Closner Equipment Co., Inc.
Schertz, Texas:




Printed Name & Title:

Resident / G. Bennett Closner

Date: Sept. 18, 2014

Attest for Closner Equipment Co., Inc.
Schertz, Texas:



Printed Name & Title:

Connie Furillo Inside Sales

Date: 9-17, 2014

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:

The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: Closner Equipment Co., Inc.

CONTRACT #: SM10-14

Purchase Order Address:

Contact Name: Connie Furillo
Address: PO Box 917
Schertz TX 78154
City State Zip Code
Telephone No. 210-732-2131
Email Address: Connie.furillo@closner.com
Fax No. 210-732-0706

Section I

Invoice Address:

Contact Name: Connie Furillo
Address: PO Box 917
Schertz TX 78154
City State Zip Code
Telephone No. 210-732-2131
Email Address: Connie.furillo@closner.com
Fax No. 210-732-0706

CONTRACT INFORMATION:

Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

Section II

1. Printed Name of Signatory: G. Bennett Closner
Corporate Title: President
Tel. No. 210-732-2131
Fax No. 210-732-0706
Email Address: bennett@closner.com

2. Printed Name of Signatory: Tim Haecker
Corporate Title: Controller
Tel. No. 210-732-2131
Fax No. 210-732-0706
Email Address: timhaecker@closner.com

Section III

SALES CONTACT INFORMATION

Person who End Users will contact for product information and pricing quotes.

Contact Name: Connie Furillo Title: Inside Sales & Traffic Manager
Address: PO Box 917 Schertz TX 78154
Street City State Zip Code
Telephone No.: 210-732-2131 Fax No.: 210-732-0706
Mobile #: _____ Email Address: Connie.furillo@closner.com
(Optional)

Contract Return Information

Mailing Address

Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77027-7727-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)

Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027

Revised 3/31/10







Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/08/16

DEPT: Utilities

MEETING DATE: 04/20/16

DISCUSSION ITEM/TOPIC: Award request for bid #2016-25 for hydraulic fusion machine with all inserts 4" thru 12" and any applicable attachments or accessories to low bidder Secor.

BACKGROUND/RATIONALE: The water division needs this piece of equipment to assist with installation of poly pipe which will be used to replace older water and sewer pipe.

Advertised: 03/20/16; Albuquerque Journal, Las Vegas Optic, City Website
Bid Opening: April 13, 2016
Number of Bidders: 3
Lowest Bidder: Secor
Amount: \$37,941.66
Budget Line Item: 643-0000-650-8004

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE
NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO
THE CITY COUNCIL MEETING.**




SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ELMER MARTINEZ
CITY MANAGER**

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

**PURCHASING AGENT
(FOR BID AWARD ONLY)**

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

Approved to form 1-26-15

	Secor each	Qty	TOTAL fo Secor	Ferguson each	Qty	Total for Ferguson	HD each	Qty	TOTAL for HD
Fusion Machine	\$30,734.05	1	\$30,734.05	\$30,734.05	1	\$30,734.05	\$30,734.05	1	\$30,734.05
Fusion Insert 4"	\$469.90	1	\$469.90	\$469.90	1	\$469.90	\$469.90	1	\$469.90
Fusion Insert 6"	\$1,773.23	1	\$1,773.23	\$1,773.23	1	\$1,773.23	\$1,776.23	1	\$1,776.23
Fusion Insert 8"	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40
Fusion Insert 10"	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40
Fusion Insert 12"	included	0	\$0.00	included	0	\$0.00	included	0	\$0.00
Digital Pyrometer	\$380.18	1	\$380.18	\$380.17	1	\$380.17	\$380.18	1	\$380.18
Pipe Support Stands	\$660.45	2	\$1,320.90	\$660.45	2	\$1,320.90	\$660.45	2	\$1,320.90
Pipe Rollers	\$177.60	2	\$355.20	\$12,439.40	1	\$12,439.40	\$177.60	1	\$177.60
Hydraulic Eztenstion Hose	\$525.40	1	\$525.40	\$525.00	1	\$525.00	\$525.40	1	\$525.40
Freight	\$0.00	1	\$0.00	\$678.12	1	\$678.12	\$300.00	1	\$300.00
GRT			\$0.00			\$0.00	\$2,759.64	1	\$2,759.64
Total			\$37,941.66			\$50,703.57			\$40,826.70

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 13-Apr-2016

TIME: 2:00PM

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

OPENING NO.: 2016-25

DEPARTMENT: UTILITIES - WATER

ITEM(S): HYDRAULIC FUSION MACHINE W/ALL INSERTS 4" THRU 12" AND ANY APPLICABLE ATTACHMENTS OR ACCESSORIES

RECEIVED FROM:

AMOUNT

BID BOND

AFFIDAVIT
NOTARIZED

CAMPAIGN
DISC. FORM

1	H D Supply Waterworks	W/GRT	40,823.70		✓	✓
2	Secor		37,941.60		✓	
3	Ferguson Waterworks		48,851.72		✓	✓
4						
5						
6						
7						
8						
9						
10						

COMPANY REPRESENTATIVE

COMPANY NAME

Deanna Gomez
[Signature]

CLV
CLV

(use other side of form when full)

FINAL PROPOSALS TAKEN BY:

DATE: 4-13-16

TAKEN BY:

DATE: 4/13/16

OPENED BY: FINANCE DEPARTMENT

DATE: 4-13-16

Secor

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., April 13, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Hydraulic Fusion Machine with all Inserts 4" thru 12" and any applicable attachments or accessories

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

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or any accessories, Opening No. 2016- 25; 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.

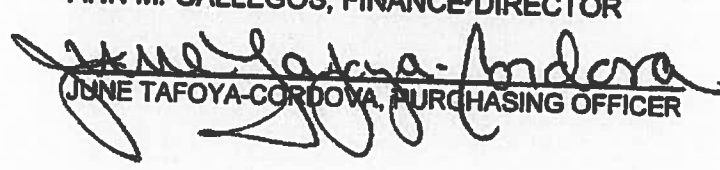
The City of Las Vegas reserves the right to reject any/or all bids submitted.

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- 25

Date Issued: 3-14-16

Date Issued: Published:

Albuquerque Journal March 20 2016
Las Vegas Optic March 20 2016
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: Secor
AUTHORIZED AGENT: Jason Decker
ADDRESS: 705 Rankin RD NE
TELEPHONE NUMBER (505) 341-0777
FAX NUMBER (505) 341-0771
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____
BID ITEM (S): Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or accessories.

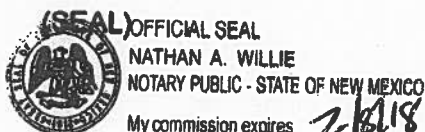
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico } My Commission
COUNTY OF Bernalillo } Expires: 2/8/18

I, Jason Decker, 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 7 day of April, 2018. hw



Jason Decker
Signature
Notary Public Signature

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, April 13, 2016 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2016. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
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.

**CITY OF LAS VEGAS
BID FORM**

BID ITEM(S): Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or accessories

A. <u>Hydraulic Fusion Machine 4"-12" (complete) W/ Wheeled Chassis: V-Twin 16 H.P. Gasoline Engine ;On-Board Generator: Facer: 220V Heater Butt Fusion Heater Adapter set: Insulated Heater Stand: Lifting Sling and Operator's manual</u>	\$ <u>30,734.05</u>
B. <u>Butt Fusion Insert sets from 4"</u>	\$ <u>469.90</u>
C. <u>Butt Fusion Insert sets from 6"</u>	\$ <u>1,773.23</u>
D. <u>Butt Fusion Insert sets from 8"</u>	\$ <u>1,191.40</u>
E. <u>Butt Fusion Insert sets from 10"</u>	\$ <u>1,191.40</u>
F. <u>Butt Fusion Insert sets from 12"</u>	\$ <u>Included</u>
G. <u>Digital Pyrometer</u>	\$ <u>380.18</u>
F. <u>Pipe Support Stands</u>	\$ <u>660.45</u>
H. <u>Low Profile Pipe Rollers</u>	\$ <u>177.60</u>
I. <u>Hydraulic Extension Hose set for in-ditch</u>	\$ <u>525.40</u>
J. <u>Freight Charges</u>	\$ <u>0.00</u>
K. <u>ADDITIONAL CHARGES</u>	\$ <u>0.00</u>
L. _____	\$ _____
M. _____	\$ _____
N. _____	\$ _____
O. _____	\$ _____
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____

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)

SECOR

Project Quotation

Salesman: Jason Decker
Office: Albuquerque, NM
Phone: 866-735-2455
Facsimile: 505-341-0771
Date: April 4, 2016
Quote # 04042016JD1

Complete Piping Systems Serving:
Environmental, Industrial, Irrigation,
Mining, Natural Gas, Tele-Comm,
Water & Wastewater

" Wheeled No. 412 Unit "

Project Name:
Location: Las Vegas, NM
Bid Date: April 4, 2016
Engineer:
Contractor: City of Las Vegas
Municipality:

Line Item	Quantity	Size	Manufacturer	Description	Unit Price	Total Price	Availability
1	1	4" - 12"	McElroy Mfg.	No. 412 Hydraulic Fusion Machine complete w/	\$30,734.05 ea.	\$30,734.05	stock @ Houston
2				Wheeled Chassis; Kohler V-Twin 16 H.P.			
3				Gasoline Engine; On-Board Generator; Facer;			
4				220V Heater; Butt Fusion Heater Adapter set;			
5				Insulated Heater Stand; Lifting Sling and			
6				Operator's Manual. (No. A1248102)			
7							
8							
9							
10	1	10" IPS	McElroy Mfg.	Butt Fusion Insert set for 10" IPS Pipe.	\$1,191.40 ea.	\$1,191.40	stock @ Houston
11	1	8" IPS	McElroy Mfg.	Butt Fusion Insert set for 8" IPS Pipe.	\$1,191.40 ea.	\$1,191.40	stock @ Houston
12	1	6" IPS	McElroy Mfg.	Butt Fusion Insert set for 6" IPS Pipe.	\$1,773.23 ea.	\$1,773.23	stock @ Houston
13	1	4" IPS	McElroy Mfg.	Butt Fusion Insert set for 4" IPS Pipe.	\$469.90 ea.	\$469.90	stock @ Houston
14							
15	2		McElroy Mfg.	Part No. AT5066701 Pipe Support Stands.	\$660.45 ea.	\$1,320.90	stock @ Houston
16							
17	2		McElroy Mfg.	Part No. 1867501 Low Profile Pipe Rollers.	\$177.60 ea.	\$355.20	2 weeks
18							
19	1		McElroy Mfg.	Hydraulic Extension Hose set for in-ditch	\$525.40 ea.	\$525.40	stock @ Houston
20							
21	1		McElroy Mfg.	Part No. A218804 Digital Pyrometer.	\$380.18 ea.	\$380.18	stock
22							
23							
24							
25							
					Total Sale:	\$37,941.66	

<<<< Terms & Conditions >>>>

* Payment Terms:
* FOB Point:
* Ship Via:
* Quote Valid Until

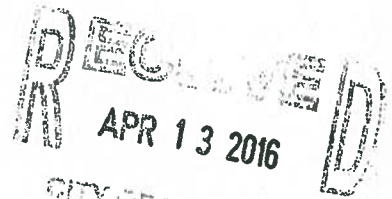
30 days net.
Las Vegas, NM
Best Way
May 4, 2016

* Sale Prices exclude any applicable sales taxes.
* Changes in quantities may affect price per unit.

Additional Comments:

Ferguson

BIDDER INFORMATION



BIDDER: FERGUSON WATERWORKS
AUTHORIZED AGENT: VECTOR GONZALES
ADDRESS: 801 CANDELARIA RD NE ALBUQUERQUE, NM 87102
TELEPHONE NUMBER (505) 449-7900
FAX NUMBER (505) 341-1155
DELIVERY: 5 - 6 WEEKS
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or accessories.

2:12
AC

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

My Commission

Expires: 12/18/18

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 12 day of April, 2016.

(SEAL)

[Signature]
Signature

[Signature]
Notary Public Signature



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, April 13, 2016 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2016. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 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.

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or accessories

A. <u>Hydraulic Fusion Machine 4"-12" (complete) W/ Wheeled Chassis; V-Twin 16 H.P. Gasoline Engine ;On-Board Generator; Facer; 220V Heater Butt Fusion Heater Adapter set; Insulated Heater Stand; Lifting Sling and Operator's manual</u>	\$ <u>30,734.05</u>
B. <u>Butt Fusion Insert sets from 4"</u>	\$ <u>469.90</u>
C. <u>Butt Fusion Insert sets from 6"</u>	\$ <u>1773.23</u>
D. <u>Butt Fusion Insert sets from 8"</u>	\$ <u>1191.40</u>
E. <u>Butt Fusion Insert sets from 10"</u>	\$ <u>1191.40</u>
F. <u>Butt Fusion Insert sets from 12"</u>	\$ <u>0.00</u>
G. <u>Digital Pyrometer</u>	\$ <u>380.17</u>
F. <u>Pipe Support Stands</u>	\$ <u>660.45</u>
H. <u>Low Profile Pipe Rollers</u>	\$ <u>12439.40</u>
I. <u>Hydraulic Extension Hose set for in-ditch</u>	\$ <u>525.00</u>
J. <u>Freight Charges</u>	\$ <u>678.12</u>
K. <u>ADDITIONAL CHARGES</u>	\$ _____
L. _____	\$ _____
M. _____	\$ _____
N. _____	\$ _____
O. _____	\$ _____
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____

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

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., April 13, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Hydraulic Fusion Machine with all Inserts 4" thru 12" and any applicable attachments or accessories

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

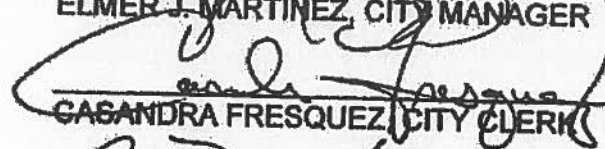
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 North Grand, Las Vegas NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or any accessories, Opening No. 2016- 25; 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- 25

Date Issued: 3-14-16

Date Issued: Published:

Albuquerque Journal March 20 2016
Las Vegas Optic March 20 2016
City website: www.lasvegasnm.gov

H10
Supply

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., April 13, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

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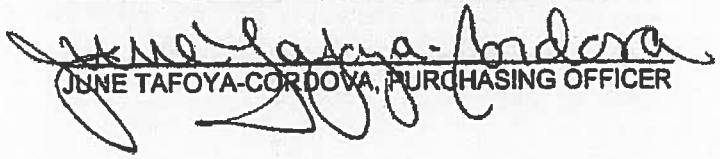
The City of Las Vegas reserves the right to reject any/or all bids submitted.

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- 25

Date Issued: 3-14-16

Date Issued: Published:

Albuquerque Journal March 20 2016
Las Vegas Optic March 20 2016
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: H D Supply Waterworks Ltd.
AUTHORIZED AGENT: Terri Baker
ADDRESS: 6135 2nd Street NW, Albuquerque, NM 87107
TELEPHONE NUMBER (505) 344-0223
FAX NUMBER (505) 344-0350
DELIVERY: 3-4 Weeks ARO
STATE PURCHASING RESIDENT CERTIFICATION NO.: L0784116032
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or accessories.

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

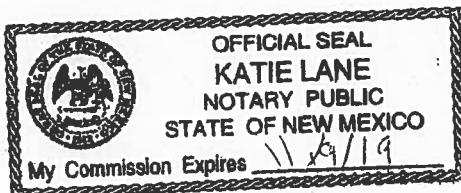
STATE OF New Mexico } My Commission
COUNTY OF Sandoval } Expires: 11/9/19
I, Terri Baker, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders 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 12 day of April, 2016.

(SEAL)

Signature

Notary Public Signature



STANDARD BID CLAUSES

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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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MODIFICATION OF BID

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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 0560887

SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-03498-004

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): Hydraulic Fusion Machine with all inserts 4" thru 12" and any applicable attachments or accessories

A. <u>Hydraulic Fusion Machine 4"-12" (complete) W/ Wheeled Chassis: V-Twin 16 H.P. Gasoline Engine ;On-Board Generator; Facer; 220V Heater Butt Fusion Heater Adapter set; Insulated Heater Stand; Lifting Sling and Operator's manual - McElroy #412 Rolling Machine</u>	\$ <u>30,734.05</u>
B. <u>Butt Fusion Insert sets from 4" IPS</u>	\$ <u>469.90</u>
C. <u>Butt Fusion Insert sets from 6" IPS</u>	\$ <u>1,773.23</u>
D. <u>Butt Fusion Insert sets from 8" IPS</u>	\$ <u>1,191.40</u>
E. <u>Butt Fusion Insert sets from 10" IPS</u>	\$ <u>1,191.40</u>
F. <u>Butt Fusion Insert sets from 12" IPS</u>	\$ <u>included w/ pkg.</u>
G. <u>Digital Pyrometer -100+600</u>	\$ <u>380.18</u>
H. <u>Pipe Support Stands (2) - 4' - 12'</u>	\$ <u>660.45</u>
I. <u>Low Profile Pipe Rollers</u>	\$ <u>177.60</u>
J. <u>Hydraulic Extension Hose set for in-ditch 25'</u>	\$ <u>525.40</u>
K. <u>Freight Charges</u>	\$ <u>300.00</u>
L. <u>ADDITIONAL CHARGES</u>	\$ _____
M. <u>Subtotal</u>	\$ <u>38,064.06</u>
N. <u>11m GRT</u>	\$ <u>2,759.64</u>
O. <u>Bid Total</u>	\$ <u>40,823.70</u>
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____

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 Balar
Signature

04/11/2016
Date

Account Manager
Title (Position)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/04/2016

DEPT: EXECUTIVE

MEETING DATE: 04/20/2016

DISCUSSION ITEM/TOPIC: Fair Housing Resolution #16-20 with Required Elements

BACKGROUND/RATIONALE:

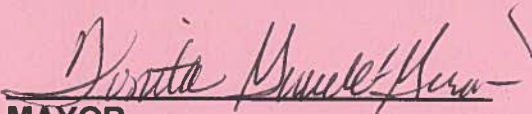
Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing. Mayor and Council are asked to adopt a fair housing policy, making known its commitment to the principle of fair housing and describing actions it shall undertake to affirmatively further fair housing.

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:



MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

FAIR HOUSING RESOLUTION #16-20 WITH REQUIRED ELEMENTS

A resolution of the Mayor and Council of the City of Las Vegas, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the Mayor and Council of the City of Las Vegas hereby wish all persons living, working, doing business in or traveling through this City to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of Las Vegas to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of Las Vegas will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the City of Las Vegas shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the City of Las Vegas shall undertake the following actions to affirmatively further fair housing: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers and fair housing information to the schools.

PASSED AND ADOPTED BY THE Mayor and City Council of the City of Las Vegas on this _____ day of April 2016

, Mayor

ATTEST:

APPROVED AS TO FORM:

Casandra Fresquez, City Clerk

Dave Romero, City Attorney