



# City of Las Vegas

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**Madam Mayor Tonita Gurulé-Girón**

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL AGENDA  
February 20, 2019–Wednesday– 6:00 p.m.  
City Council Chambers  
1700 N. Grand Avenue**

*(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. **APPROVAL OF MINUTES (January 9<sup>th</sup> and January 16<sup>th</sup>, 2019)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**  
**(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)**
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
  - Presentation by Police Chief David Bibb on the Promotion to Police Lieutenant positions.
  - Presentation by Police Chief David Bibb on the Promotion to Police Sergeant positions.

- Presentation by Police Chief David Bibb on Life Saving Medal for two (2) Police Personnel.
- Presentation by Police Chief David Bibb on Field Training Officers (FTO).
- Presentation by Leo Maestas with Office of Emergency Management regarding Mass Casualty Incident Plan.
- Presentation by President Sam Minner, New Mexico Highlands University, regarding the Gene Torres Golf Course, traffic flow on University and National and the Town Gown Commission.
- Presentation by Elizabeth Mohanna from the New Mexico Highlands University chartered student club PRISM.
- Presentation by Mr. Ed Toms with AECOM on the Peterson Dam Project.

**XI. CITY MANAGER'S REPORT**

**XII. FINANCE REPORT**

**XIII. CONSENT AGENDA**

**(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)**

1. Approval for Out of State Travel to Phoenix, Arizona for two police personnel to attend Police Internal Affairs Training on April 7-13, 2019.

*David T. Bibb III, Police Chief* Police Internal Affairs Training will be held in Phoenix, Arizona on April 7-13, 2019. Total cost for both personnel attending is \$2,970. Police Internal Affairs will teach the step-by-step process of conducting professional, thorough, objective administrative and internal affairs investigations as well as specialized investigation of hostile work place complaints and harassment complaints.

2. Approval for Out of State Travel to Longmont, Colorado for an Animal Control Officer to attend the Training Academy on animal care and cruelty investigation training on April 8-12, 2019.

*Virginia Marrujo, Interim Community Development Director* The National Animal Control and Humane Officer (NACHO) Training Academy Animal Welfare Coalition of Northeastern New Mexico will

be providing a scholarship for the registration funding in the amount of \$595.00. The City cost for travel will be in the amount of \$705.00.

3. Approval of Resolution No. 19-08 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP), in the amount of \$75,000.00 which is 25% of total estimated project cost of \$300,000.00 for phase 3 of 5.

***Danny Gurule, Interim Public Works Director*** As part of the Cooperative agreement submittal criteria for the New Mexico Department of Transportation it is required that a resolution of support from the Local Governing Body assuring the matching funding availability, accompanies the Cooperative Agreement. Project includes the plan and design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Keen Street from Grant Street to West National Ave., as well as West National from Keen Street to South Pacific Avenue.

4. Approval of Resolution No. 19-09 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Arterial Program (MAP), in the amount of \$125,000.00 which is 25% of the total estimated project cost of \$500,000.00 for phase 2 of 5.

***Danny Gurule, Interim Public Works Director*** As part of the Municipal Arterial Program submittal criteria, the New Mexico Department of Transportation requires that a resolution of support from the Local Governing Body assuring the matching funding availability accompany MAP agreement. Project includes the plan and design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Mountain View Drive from Grand Avenue to 7<sup>th</sup> Street.

#### **XIV. BUSINESS ITEMS**

1. Approval/Disapproval of Resolution No. 19-12, mass casualty incident planning process and adoption of the San Miguel County/City of Las Vegas Mass Casualty Incident Plan.

***Leo Maestas, Office of Emergency Management*** A Resolution approving participation in the mass casualty incident planning process and adoption of the San Miguel County/City of Las Vegas Mass Casualty Incident Plan .

2. Approval/Disapproval of Resolution No. 19-10, Budget Adjustment.

***Tana Vega, Interim Finance Director*** The City of Las Vegas is requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget.

3. Approval/Disapproval of Resolution No. 19-11 authorizing and approving submission of an application for financial assistance and project approval to the New Mexico Finance Authority (NMFA) to update the City of Las Vegas Comprehensive Master Plan.

***Robert Archuleta, Grants Writer/Administrator*** The City of Las Vegas on behalf of the Governing Body intends to submit the application to the New Mexico Finance Authority to develop a planning document to develop a long-range plan for the benefit of the Governmental Unit and its citizens for a Comprehensive Master Plan.

4. Approval/Disapproval to award Request for Proposal #2019-07 to Souder, Miller & Associates for water and waste water treatment plant operations and management services.

***Maria Gilvarry, Utilities Director*** This proposal will assist the City with management of the water and waste water treatment plants as needed.

5. Approval/Disapproval to award Request for Proposal #2019-08 to The Electric Horseman, Inc. for commercial electrical services.

***Maria Gilvarry, Utilities Director*** This proposal will assist the City with commercial electrical services as needed.

6. Approval/Disapproval to award Request for Proposal #2019-09 to Hays Plumbing & Heating, Inc.

***Maria Gilvarry, Utilities Director*** This proposal will assist the City with commercial plumbing services as needed.

7. Approval/Disapproval to appoint Virginia Marrujo as the Community Development Director.

***Ann Marie Gallegos, Interim City Manager*** As per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.



**XV. COUNCILORS' REPORTS**

**XVI. 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.**

**XVII. 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, NM 87701

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING  
HELD ON WEDNESDAY, JANUARY 9, 2019 AT 5:30 P.M. IN THE CITY COUNCIL  
CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón (Arrived at 5:40 p.m.)

**COUNCILORS:** David G. Romero  
Barbara A. Casey  
Vincent Howell  
David A. Ulibarri, Jr.

**ALSO PRESENT:** Ann Marie Gallegos, Interim City Manager  
Casandra Fresquez, City Clerk  
Esther Garduno Montoya, City Attorney  
David T. Bibb III, Chief of Police

**CALL TO ORDER**

Mayor Pro-Tem Vince Howell called the meeting to order.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Ulibarri Jr., asked for a moment of silence for all the seniors who are in nursing homes or hospitals and that they get well and get to go home.

**APPROVAL OF AGENDA**

Interim City Manager Ann Marie Gallegos advised to add a presentation by Utilities Director Maria Gilvarry on water issues before public input. Interim City Manager Gallegos also advised adding item number 10, adoption of resolution #19-07, a BAR with DFA. Interim City Manager Gallegos advised the item is a

discussion item and there will be no action taken until the next council meeting. Councilor Casey made a motion to approve the agenda as amended. Councilor Ulibarri, Jr., seconded the motion. Mayor Pro-Tem Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
Barbara Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

## **PRESENTATION**

Utilities Director Maria Gilvarry advised she would be giving an update on the water issue, and advised she received a report at about 4:30 pm that residents were starting to receive water and water pressure. Utilities Director Gilvarry advised she sat down with dozens of residents from Camp Luna to answer questions and provide information.

Utilities Director Gilvarry advised they have three tanks, the Cabin Site Tank, the Luna Tank and the Valencia Tank and each tank feeds the zone below it by a gravity fed system. Utilities Director Gilvarry advised they took their primary tank offline in June or July which is the Cabin Site Tank due to the age. It was offline for a seven month rehab, which involves draining the tank, cutting into the tank, inspecting the inside of the tank and repairing and replacing any pieces of the tank that are aging or rotting, which is necessary to ensure the tank can give the community another forty plus years of quality service. Utilities Director Gilvarry advised if they hadn't moved forward on the rehabilitation of the tank then someday it could have potentially led to a failure of the tank which at that point could impact the community for months.

Utilities Director Gilvarry further advised the Cabin Site Tank is a five million gallon tank which acts like a buffer for the community and can allow the community at least three to four days of water if there are ever water leaks or the treatment plant needs to be taken offline. Utilities Director Gilvarry advised since the tank was taken offline to rehabilitate it, they currently did not have the five million gallon buffer so there was an immediate impact to Luna residents. Utilities Director Gilvarry advised due to the temperature changes they have had numerous leaks throughout the City due to the expansion and contraction of the aging infrastructure. Utilities Director Gilvarry advised her staff is trying different

things to minimize the impact to Luna residents and fill up the tanks as rapidly as possible.

Utilities Director Gilvarry advised the Cabin Site Tank project is scheduled to be turned over to the City on January 28th and will come to a close and expect to fill the tank in February. Utilities Director Gilvarry thanked Big R and Mike Salazar for temporarily donating a fifteen hundred gallon tank to the County to assist the Luna residents with water. Utilities Director Gilvarry advised the City purchased about one hundred to one hundred and fifty cases of water with an open PO to purchase more water for the residents of Camp Luna who are in need of bottled water and advised the Recreation Center is available for Luna residents who need access to showers and transportation if needed. Utilities Director Gilvarry advised until the tanks and the lines are completely filled she cannot guarantee it doesn't keep affecting the residents of Camp Luna or that it won't affect the New Mexico Behavioral Health Institute.

Discussion and questions took place regarding leaks and when the water outage started.

Discussion and questions took place regarding if Utilities Director Gilvarry plans to purchase a water tank like the one Big R temporarily donated.

Councilor Casey thanked Utilities Director Gilvarry for all her and her staff's hard work and advised she knows people are upset but the employees are working very hard.

Councilor Casey advised the pipes in Las Vegas are really old and asked if there was a contingency plan for other emergencies that might occur.

Discussion took place regarding the leak detection program and determining which lines are failing.

Councilor Howell thanked Utilities Director Gilvarry for all her updates and asked for a status update on trash pickup and snow removal.

Utilities Director Gilvarry advised due to the one guaranteed holiday a year which is Christmas, it was going to shift the pick up week by one day and once the snow started coming down the routes were impacted by the snow. Utilities Director Gilvarry advised they have many roads and even with a slight incline the twenty

ton trucks can go sliding, so they need to make sure the roads are safe. Utilities Director Gilvarry advised some roads were still hard for drivers to go up and down so the Solid Waste Manager Lucas Marquez started taking their staff in pickup trucks.

Councilor Howell asked if they had enough personnel to work the snow removal equipment.

Discussion took place regarding the Utilities Department assisting the Public Works Department with the snow removal.

Councilor Howell asked if they have enough snow removal equipment.

Discussion and questions took place regarding the snow removal during the storm and mentioned they do have enough employees for the snow removal equipment.

Interim City Manager Ann Marie Gallegos advised they had a lot of calls regarding the side streets but their focus was on the main roadways, medical facilities and any schools if they were open.

Interim City Manager Gallegos acknowledged the team effort between the different departments to get the snow cleared.

Discussion and questions took place regarding who cleans the road to the transfer station.

Councilor Casey thanked everyone for the work that they did and thanked Interim Public Works Director Christy Rodarte for helping shovel snow for a handicapped customer.

Councilor Romero thanked all the employees for going above and beyond and asked if there is enough guys with CDLs to work the equipment and if they have been given the proper training and also the need for proper communication not only between the community but also the different entities like the County.

Mayor Gurulé-Girón thanked the newly elected County Commissioner Harold Garcia for delivering the water.

Mayor Gurulé-Girón advised Utilities Director Gilvarry had done an exceptional job with the water situation and advised she had a few young individuals who were out volunteering to clean yards.

Mayor Gurulé-Girón thanked Interim City Manager Gallegos for doing an outstanding job and advised the City has always had an incredibly good relationship with NMDOT and advised Mills Avenue is a City street but NMDOT did extend their service by helping with other streets and is grateful to them.

Mayor Gurulé-Girón thanked the County for being instrumental and advised she felt terrible for those who were impacted with no service and advised Senator Pete Campos has contacted the Governor's office to seek assistance in the emergency situation in Las Vegas.

### **PUBLIC INPUT**

Cisco Rubio advised he is speaking on behalf of the residents in Camp Luna. Mr. Rubio thanked Utilities Director Gilvarry and all her staff for all the work they have done and advised water was restored around five o'clock and he also thanked Commissioner Garcia and Big R for the water tank. Mr. Rubio advised their biggest concern is that it has happened three times in the last couple of months where they have gone days without water. Mr. Rubio advised some of the points he wanted to make was primarily a notification system and is aware of the notification via social media but not many of them are on social media. Mr. Rubio advised if they could get the PSA flyers about the issues and he could pass them out to the residents himself.

Mr. Rubio advised the presentation was helpful regarding the water tank rehab and didn't know if the project could be moved up sooner so they wouldn't have to worry as much. Mr. Rubio asked how long would the rehab be good for and if it has to be done every certain amount of years, and if there could be a backup tank that could be purchased for them.

Mr. Rubio asked about adjustments to their bills for going days without water and advised those who run off heating systems that require water could fail. Mr. Rubio advised their biggest concern is notification and how they could be notified.

Brenda Ortega advised they are very concerned about being notified when these things occur, even if its a call to one or two people and then they could relay it to

everyone else. Ms. Ortega advised she is not only a resident of Camp Luna but also works at the Community College which also affects the preschool and other students. Ms. Ortega advised they want to make sure they have that communication and she wants to commend those who returned her phone calls such as the Mayor, and she spoke with the Newly Elected Commissioner, Senator Pete Campos, Representative Salazar and tried calling the Governor for emergency funding. Ms. Ortega advised they do recognize the hard work from everyone who worked to rectify those situations but it is very dangerous for them not to have water in case of a fire or the elderly can get sick. Ms. Ortega advised the community is willing to be part of the solution and help in anyway shape or form to rectify these situations.

Utilities Director Gilvarry advised she wanted the community and Council to know they got with the Fire Department and they immediately knew Luna was without water and they had tenders if they needed to address any emergency situations.

Mayor Gurulé-Girón advised there was an issue with the notification and she spoke with the President of Luna and he never received notification and believes it is important to get it out to the radio and go door to door especially in a dire situation that impacts the health and safety of residents.

Councilor Romero asked if people would have access to a mobile app.

Discussion took place regarding the best way to notify residents which would be through the radio stations.

Marshall Poole advised they increased their live outcome rate which is an animal's chance of being placed in a good home to 93.6 percent, that is more than a two percent increase from 2017. Mr. Poole advised in December, the animal welfare coalition took in one hundred and nine animals and returned thirteen animals to their owner or guardians but their biggest challenge is they don't have animals identified. Mr. Poole advised they adopted fourteen animals locally and they trapped eleven wild cats. Mr. Poole advised they transported thirty three dogs to five different agencies for adoption and transported twenty four citizen owned dogs and cats at a low cost of twenty five dollars or no cost for spaying and neutering.

Mr. Poole advised they had a family who lost their home due to a fire and the shelter supplied them with a dog house with straw and dog food so they could continue to care for their animal and will spay or neuter their dog at no cost.

Mr. Poole advised the total figures for 2018 were, they trapped or neutered two hundred and forty four community cats and either returned them to the community or sent them out as barn cats to rural areas. Mr. Poole advised they provided free or low cost spay and neuter services to two hundred and one citizen owned animals throughout the year.

Mr. Poole advised they received a twenty one thousand four hundred dollar grant from PetSmart Charities for spay and neutering in the community.

### **DISCUSSION ITEMS**

1. Traffic Safety Bureau Grant funds for Las Vegas Police Department for overtime to conduct End DWI, Buckle Up and STEP operations throughout the City.

Police Chief David T. Bibb III advised the Traffic Safety Bureau grant is what funds the overtime projects to include the selective traffic enforcement program. Police Chief Bibb advised the Police Officers are enthusiastic about the programs.

Councilor Casey advised she was glad they are getting money for those programs.

The governing body agreed to place the item as a consent agenda item.

2. Resolution No. 19-02 assuring the availability of funds for the lease/purchase of a new 2018 Elgin Whirlwind Dual Broom Sweeper.

Interim Public Works Director Danny Gurule advised the sweeper they are seeking approval for will help with leaves because the sweeper they currently have is not picking up debris. Interim Public Works Director Gurule advised the streets will look a lot cleaner with both sweepers.

Councilor Ulibarri, Jr., asked what their plans are for the old sweeper.



Interim Public Works Director Gurule advised the sweeper they have now is being leased out and once the five year lease is done they have the option of purchasing it or they can give it back.

Councilor Ulibarri, Jr., asked if they have scheduled routes when they clean the streets.

Interim Public Works Director Gurule advised they do have weekly routes and with two sweepers they could probably cut the routes in half by having the sweepers at opposite sides of the City and the new sweeper will compact the leaves and it will have attachments to clean storm drains.

Councilor Casey asked if the current sweeper sucks up debris.

Interim Public Works Director Gurule advised no.

Discussion took place regarding the current sweeper leaving dirt on the streets.

Discussion and questions took place regarding the cost and warranty of the new sweeper.

Discussion took place regarding the areas and days of the routes for the street sweeper.

Councilor Romero requested putting the map of the routes for the street sweeper on the City website.

Discussion took place regarding the lease agreement, if there is scheduled maintenance for the equipment and training on the equipment.

Councilor Howell asked how the new sweeper will eliminate the dust flying all over.

Interim Public Works Director Gurule advised he will check to make sure they are putting the sprayers on but the new sweeper will also have a sprayer and will suck up the dust.

Discussion took place regarding using effluent water in the sweepers.

The governing body agreed to place the item as a consent agenda item.

3. Resolution No. 19-03 assuring the availability of funds for the purchase of a new 2019 Ford F-750 Bucket Truck through Don Chalmers Ford Company and Clark aerial lifts. Total price including aerial lift is \$220,601.32.

Interim Public Works Director Danny Gurule advised the current bucket truck they have is giving them problems and they utilize it alot.

Councilor Casey advised the resolution states the purchase of a 2018 bucket truck but the backup mentions a 2019 bucket truck and wondered which one it was.

Discussion took place regarding changing the resolution to state a 2019 bucket truck.

Discussion and questions took place regarding whether the total price of the bucket truck with aerial lift should be included in the resolution.

Discussion took place regarding not having to get a different vendor to help with the lights in the park or having to borrow a crane from Franken because the bucket truck aerial lift will reach.

Discussion and questions took place regarding the stability of the bucket truck when trimming trees in case a branch falls and the way it's positioned.

Interim Public Works Director Gurule advised the old bucket truck needs minor repairs and they hope to utilize it as well.

The governing body agreed to place the item as a consent agenda item.

4. Award request for bids #2019-05 for the Mills building rehabilitation project to Stoven Construction, Inc..

Utilities Director Maria Gilvarry advised WH Pacific did the planning and design of the rehabilitation of the formerly known State Police building, now known as the Utility building on Mills. Utilities Director Gilvarry advised the project will allow them to occupy the building but it does not meet ADA, the air conditioning, lighting and everything else is not to standards and the electrical needs to be

upgraded and updated. Utilities Director Gilvarry advised they will be moving customer service to an area where it will better for the customers.

Discussion and questions took place regarding the budget and where the amount for the project would be coming from.

Discussion and questions took place regarding if a rate increase or decrease would have an effect on the project.

The governing body agreed to place the item as a consent agenda item.

5. Request to purchase one transport truck for the Solid Waste division.

Utilities Director Maria Gilvarry advised solid waste is in need of another transport truck due to the engine of one being blown and could not be fixed because it was not cost effective.

Utilities Director Gilvarry advised having the transport truck would add to their transports to Wagon Mound because the more trucks they can get out in time the more they can get out of the transfer station.

Utilities Director Gilvarry advised they need to get rid of their green waste pile and having the transport truck would help to remove it.

Utilities Director Gilvarry advised the transport truck will benefit them by hauling more green waste and more trash.

Discussion and questions took place regarding why the engine was blown on the older transport truck and what the plans would be for the truck thereafter.

Discussion and questions took place regarding the warranty and getting an extended warranty for the transport truck.

The governing body agreed to remove the item from the consent agenda and instead place the item on the regular agenda for further discussion.

6. Request to purchase one transport trailer for the Solid Waste division.

Utilities Director Maria Gilvarry advised the trailer will be used for solid waste transport to Wagon Mound or Estancia, the one they currently have is rusty and not safe to operate on the road.

Discussion and questions took place regarding the condition of the current transport trailer.

The governing body agreed to place the item as a consent agenda item.

#### 7. Resolution #19-04.

Interim Finance Director Tana Vega advised they are repealing and replacing resolution 18-43 at the request of the New Mexico Department of Finance and Administration to clarify budget adjustments, adjusting various funds, budgeted revenues and expenditures and transfers in and out.

Interim Finance Director Vega advised there is a new budget analyst at DFA and she did not approve the previous resolution as presented to her due to needing more detail in the resolution.

Discussion and questions took place regarding how long the previous budget analyst was there and who requested the update to the previous resolution.

Discussion and questions took place regarding if the previous resolution had the dollar figures included.

The governing body agreed to place the item as a consent agenda item.

#### 8. Resolution #19-05.

Interim Finance Director Tana Vega advised they are repealing and replacing resolution 18-45 at the request of the New Mexico Department of Finance and Administration to clarify budget adjustments, adjusting various funds, budgeted revenues and expenditures and transfers in and out.

The governing body agreed to place the item as a consent agenda item.

#### 9. Resolution #19-06.

Interim Finance Director Tana Vega advised they are requesting approval of the resolution to increase various budgeted revenues, expenditures and transfers to and from within the various funds all from the fiscal year 2019 budget.

Councilor Casey advised in the resolution on the third Whereas on the last line states, \$50,000 Fire Protection Other Special Revenue Fund and a \$43,000 to NMFA Fire Equipment Loan Fund and asked why the “a” was there before the \$43,000.

Interim Finance Director Vega advised it should say transfer, “a transfer of \$43,000 to NMFA Fire Equipment Loan Fund”.

Discussion took place regarding correcting the resolution to say, a transfer of \$43,000 to NMFA Fire Equipment Loan Fund.

The governing body agreed to place the item as a consent agenda item.

#### 10.Resolution #19-07.

Interim Finance Director Tana Vega advised they are requesting approval of the resolution to increase budgeted revenues, expenditures and transfers to and from within various funds. Interim Finance Director Vega advised she overlooked a grant that was not included in the resolution #19-06.

Mayor Gurulé-Girón advised the item could not be placed on the consent agenda and will be for discussion only and will be on the regular agenda.

### **EXECUTIVE SESSION**

Councilor Casey made a motion to convene into executive session for the purpose of discussing limited personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A Ulibarri, Jr.	Yes	David G. Romero	Yes
Vincent Howell	Yes	Barbara Casey	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

Councilor Casey made a motion to reconvene into regular session after being in executive session to discuss limited personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, no action was taken or voted on. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

Councilor Howell suggested having Comcast put PSAs out on their channel when issues arise and also having a specific number where community members can call and hear PSAs or updates to help with the lack of communication or having a mass email go out.

Mayor Gurulé-Girón advised to check on the costs for PSAs with Comcast.

Mayor Gurulé-Girón advised in the past PSAs had a note saying to contact the police department for information and now she's heard people are getting hung up on or the phone just rings.

Police Chief Bibb advised he spoke with IT Manager Kenny Roybal about changing the prompting messages to connect with dispatch easier and quicker.

Councilor Romero suggested a 311 phone number for better communication.

Interim City Manager Gallegos advised they will look into all the ideas for better communication and advised Utilities Director Gilvarry has a listing of where she sends out PSAs.

## **ADJOURN**

Councilor Howell made a motion to adjourn. Councilor Ulibarri, Jr., seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
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Barbara Casey

Yes

David A. Ulibarri, Jr.

Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, JANUARY 16, 2019 AT 6:00 P.M. IN THE CITY COUNCIL  
CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** Barbara A. Casey  
Vincent Howell  
David A. Ulibarri, Jr.  
David G. Romero

**ALSO PRESENT:** Ann Marie Gallegos, Interim City Manager  
Casandra Fresquez, City Clerk  
Esther Garduno Montoya, City Attorney  
David T. Bibb, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Ulibarri, Jr. asked for a moment of silence to remember and pray for the Aguilar family, as Cipriano Aguilar had recently passed.

**APPROVAL OF AGENDA**

Councilor Romero had a question on his request at the last Work Session regarding the recommendations from Interim City Manager Gallegos for director positions and wondered why it was not the agenda.

Interim City Manager Gallegos advised that she had not had a chance to complete it although would bring to Council in February.

Councilor Casey stated that they had asked continually about the approval of personnel into interim positions that were supposed to be brought before Council and asked City Attorney Garduno Montoya to please review the different



documents because they all contradicted each other or did not address the issue at all.

She read from the Governing Rules of Procedure: *“Approvals 2.5 A. Approvals are the class of action in which the Governing Body shall make the final determination upon the recommendation of the Mayor or the City Manager. Those items requiring approval by the Governing Body shall include, but not limited to: 3. Approval for any and all action regarding the hiring, promotions, demotions, termination and/or changes in personnel compensation (inclusive of all permanent, temporary, seasonal, part-time or emergency hires)”*.

Councilor Casey stated that some people moved into Interim positions, had not come before Council and that she would like to have some kind of direction as to what they would be functioning by, due to not specifically following the Charter, the Governing Rules of Procedure or the Ordinances. She advised it had already been a year and a half of the same thing and that a decision needed to be made before going any further.

Mayor Gurulé-Girón stated that she would defer that to the City Attorney.

City Attorney Esther Garduno Montoya advised that there were some discrepancies in the Governing Body Rules of Procedure and had started the process of reviewing and was working with the City Clerk. She advised Council that it would be brought back next month.

Councilor Romero made a motion to approve the agenda as is. Councilor Casey and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes for December 12th Special, December 12th Work Session and December 19th, 2018. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

### **MAYOR'S APPOINTMENTS/REPORTS**

Mayor Gurulé-Girón advised there were no appointments/reports at this time.

### **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

Mayor Gurulé-Girón stated there were no recognitions/proclamations at this time.

### **PUBLIC INPUT**

Oliver Lesperance spoke briefly regarding concerns from several community members including himself pertaining to the relocation of the Samaritan House to 7th Street and the safety concerns of the community's children and hoped the Governing Body would take that into account at the time they would be voting on it.

Tina Sione invited everyone to join the Opiate Committee at New Mexico Highlands University on Saturday, 9:00 a.m.- 2:00 p.m. to discuss the bringing in of a detox/treatment center. She spoke of the importance of putting our differences aside and work together in bringing activities for the youth in the community and surrounding areas.

### **PRESENTATIONS**

Police Chief David Bibb presented the appointments to Commander positions. He proudly presented Lieutenant Steve Pacheco and Interim Commander Pam Sandoval with the promotions to the rank of Commanders, with the effective date of January 12, 2019.

Police Chief David Bibb presented Certificates of Appreciation for nine (9) Police personnel. He proudly presented the following with Certificates of Appreciation: Sgt. Michael Ortega, Sgt. David Trujillo, Officer Estevan Martinez, Officer David Barela, Officer Daniel Casados, Officer Estevan Baca, Officer Xavier Smith, Officer Darin Romero and Officer Gerardo Lozano.

Mayor Gurulé-Girón commended Chief Bibb on his appointments and recognitions. She congratulated everyone for their honors, thanked them for their work, putting their lives on the line for their community and stated that the community respected and supported our officers.

Interim Community Development Director Virginia Marrujo, Event Planner Angela Lyster and Carnegie Library Manager Zach McNellis presented awards for the Electric Light Parade, Home and Business Decorating Contest, City of Las Vegas Departments Float winners and Grand Marshall and Jr. Grand Marshall awards.

City of Las Vegas Gas Superintendent David Marquez gave a detailed powerpoint/presentation pertaining to the Natural Gas division triennial public awareness required by the Public Regulation Commission which included:

- |                 |  |
|-----------------|--|
| -Purpose        | -Mitigation                            |
| -System Summary | -Emergency Preparedness/Communications |
| -Hazards        | -Reporting/Inspection                  |

Mr. Marquez advised the main goal of the City of Las Vegas Natural Gas division team was to provide a healthy and safe utility service to the community and provided emergency contact information.

Councilor Casey thanked Mr. Marquez for the presentation and emergency contact information due to now having direction regarding calls from constituents about emergency situations and advised that Utilities staff was always professional and appreciated it.

Mayor Gurulé-Girón commended Utilities Director Gilvarry and staff for their hard work in serving and keeping the community safe.

Utilities Director Gilvarry commended her Utilities Department team and stated that the individuals who work in Gas, Water and Wastewater systems were all certified and that they were also held to a very high standard.

Utilities Director Gilvarry gave a detailed powerpoint/presentation regarding the Solid Waste division recycling program status assessment which included:

- |                        |                 |
|------------------------|-----------------|
| -Path of Recyclables   | -Costly Process |
| -What are others doing | -Financials     |

- Priorities
- Options
- Reality

- Challenges
- What is done with plastics

Utilities Director Gilvarry advised that with the many challenges that came with recycling, she did not want to give up on recycling plastics and added that Utility Advisory Committee member Meredith Britt provided great information and support for the recycling program although she needed to take into consideration the costs for recycling, how it would impact our customers and the benefits from it.

Councilor Howell asked Ms. Gilvarry for the Highlands University plastic program revenue.

Utilities Director Gilvarry advised that she was not certain of the exact revenue although believed they were spending more to bundle the plastics, which costed \$100.00-\$150.00 and receiving about \$7.00 in return. She stated that unfortunately, from a business standpoint, it was not good business and recommended to everyone to buy aluminum and less plastic.

Councilor Romero asked questions regarding the status of the Keep America Beautiful program and individuals working on recyclables through the Community Service program.

Utilities Director Gilvarry advised there was no KAB Coordinator at this time although were in communication with the Federal KAB in getting the program back. She advised that the Solid Waste Department was on the assigned Community Service program however was not on a consistent basis.

Councilor Ulibarri, Jr. asked how long the Solid Waste Department could store metal.

Utilities Director Gilvarry informed that per their permit, were not allowed to keep or store metal/trash for more than 24 hours.

### **CITY MANAGER'S REPORT**

Interim City Manager Ann Marie Gallegos reported that the City would be doing good with the amount of moisture recently received and that the City had been struggling with the recent winter storms in December and hampered the water

situation and water tanks. She advised that staff was were ready for the upcoming storm and continue to assist with water leaks and expansion of water pipes.

Interim City Manager Gallegos also reported on the following projects:

- |   |  |
|---|--|
| -Monthly Safety Trainings-Council Chamber   | -Legislative Sponsors: Senator Pete Campos & State Rep. Thomas Salazar |
| -Police Training-available to employees   | -CLV assisting P.D. Point in Time (Homeless Program) 1.28.19           |
| -Library Literacy Fair  | -Dept. Emergency Management Presentations                              |
| -10-40, State forms available at Library (IRS excludes 10A & 10-40EZ this year)             | -Code Enforcement-Jeremiah Gutierrez                                   |
| -Recreation Center Pool-open (Boiler System running)  | -Solid Waste Phone System (operating)                                  |
| -Register-Legislative requests (priority projects)  | -Job Descriptions-Council review/approval needed                       |
| -Las Vegas Day-February 28, 2019, committee mtgs., February 1, 2019-delivery of invitations | -Approx. 23 Job Vacancies-posted until filled                          |
| -NM Hall of Fame-LVCC, NM Film Week   |  |

Interim City Manager Gallegos advised that the Senior Center had been having difficulties finding the right personnel for cooks, drivers and transportation and would like to work with Human Resource Department regarding expediting the hiring process.

Mayor Gurulé-Girón asked for the status on the Samaritan House, how the City was tied to them and asked for the process of how the employees would identify homeless individuals.

Police Chief Bibb advised that it was a request from the Samaritan House to identify people who were challenged and in need of assistance.

Mayor Gurulé-Girón stated that in reference to the IRS doing away with certain forms, what would supplement those forms.

Library Manager McNellis informed they would be supplemented with schedules.

Councilor Casey stated that in identifying the homeless, the schools had a Federal grants list of homeless children which would be a helpful way in the process of identifying them.

Discussion took place of the process of identifying those individuals who were homeless.

Councilor Howell stated that according to his understanding that once the Samaritan House received their Occupancy Certificate from CID, that the City would consider funding them and asked if that had been done.

Interim City Manager Gallegos advised that they had received their Occupancy Certificate from CID and would run through March 15, 2019.

Fire Chief Billy Montoya advised that the Samaritan House had received their temporary Certificate of Occupancy in conjunction with the State Fire Marshal's Office and CID, with the understanding that some contingencies were met. He believed those contingencies had been met, such as fire watch and walkthroughs and informed the certificate was good until March. Chief Montoya advised that Mr. Lyon informed, when the weather improves the need for shelter settles down although they still needed to maintain their food pantry. Chief Montoya advised that the Samaritan House was looking into renovating the 7th street location and be up to code by next winter.

Mayor Gurulé-Girón advised that she believed that the project would be complete in September, 2019.

Councilor Howell stated that currently the County was funding them and wondered why the City was not funding them and felt that they needed all the help they could get.

Interim City Manager Gallegos stated that that was one of the reasons that the City had not funded them however would now look into the matter of getting an agreement together and gladly bring it to Council.

Councilor Howell recommended contacting Mr. Lyon to conduct a community meeting to address the safety concerns brought up in public input by Mr. Lesperance.

Councilor Romero had questions regarding the Samaritan's license coming through Council and stated that the area falls within his ward and was receiving calls about safety issues and felt the city should look into the legals regarding the funding for a temporary permit the Samaritan House currently had.

Mayor Gurulé-Girón stated that she felt the County should consider that the Samaritan House was not a permanent entity, regarding funding although the City

did support them but believed that conditions did need to be met. She thanked Councilor Howell for his help in supporting Mr. Lyons and commended Fire Chief Montoya for helping Mr. Lyon to receive the 90 day permit and assured Councilor Howell that once those conditions were fully met by Mr. Lyon, they would move forward with funding.

Councilor Howell stated that the Council was not informed about the Mayor and the Interim City Manager meeting with State Representative Salazar and Senator Campos regarding the Legislative requests and felt that the lack of communication was a concern.

Mayor Gurulé-Girón advised that would have formed a quorum, so that was something she took upon herself and had been going to meet with Legislators in Santa Fe and she did not notify Council of this because that was what most Mayors had done in the past.

Interim City Manager Gallegos apologized to Council, if she had not been clear enough when she stated that they would prepare the Legislative requests and would be meeting with Senator Campos and Representative Salazar and that she should have come to Council with that information.

Discussion took place regarding the Recreation Center boilers not being included in the Legislative requests.

Councilor Howell thanked Virginia Marrujo and Angela Lyster for their work in managing the Film Museum group meeting and he was hopeful in approaching the Lodger's Tax Board as well. He thanked Utilities staff in addressing water leaks rapidly.

Councilor Ulibarri, Jr. advised that sidewalks needed in the City had not been listed in the Legislative requests and asked if the Governing Body could bring the issues to Legislators.

Interim City Manager Gallegos advised that they like to do a group effort although the Governing Body was free to contact and discuss issues if they would decide.

Mayor Gurulé-Girón gave Interim City Manager Gallegos a directive to provide a lobbying request form to each governing body member so that they may lobby openly with Legislators.

Councilor Casey advised that she was concerned about the Council not seeing the list of legislative requests, that sidewalks was something she would have liked added to the list although Council had not been given the opportunity. She felt that the lack of communication was an issue and felt the Governing Body was excluded from governing and giving input on what was important to the City.

Councilor Casey requested a copy of the Legislative requests and stated that they had no idea what they were requesting and would like to know what she was lobbying for when attending the Legislature. She advised that in the future they needed to be consulted on those issues, knowing what their constituents and their wards needed.

Interim City Manager Gallegos advised that those projects were directly taken off the ICIP plan that Council had voted on. She explained that they took the top priorities voted on by Council and turned them into legislative requests and that the Governing Body approved the ICIP plan. She added that they had gone to Department Directors to identify what their needs were and stated she would provide Council with the listing, the ICIP plan and the legislative requests which were all a part of the ICIP plan.

Councilor Casey informed that she knew they were in the ICIP plan however thought they would have liked to have the opportunity to participate in the process of including additional needs to the ICIP plan.

Mayor Gurulé-Girón stated that she understood her concerns although she thought Interim City Manager Gallegos had mentioned that information regarding the legislative requests at a previous meeting.

Interim City Manager Gallegos advised she had mentioned it several times and stated if the Governing Body had other projects, they would assist them with paperwork and that she would provide her with the ICIP plan once again.

Councilor Romero mentioned that it would have been good to have added a General appropriation for road repair to the legislative request as other entities have, to possibly have received a big lump sum that would help in road repair.

Mayor Gurulé-Girón advised that she had mentioned at the last meeting that she spoke to Senator Campos through text, and he stated that he would be speaking



to the Governor on behalf of the City about roads and that it was very critical that the projects were tied to the ICIP and was difficult unless it went through an independent legislator like Senator Campos. She stated that he had committed to assist the City with road planning and that she was hopeful for any kind of funding from the Legislature.

Councilor Romero asked questions regarding the declaration of emergency and stated that he felt that lobbyists would be very effective in obtaining additional funding and they were very knowledgeable regarding knowing of extra funding available and thought the City could go after those additional monies through a lobbyist.

Mayor Gurule-Girón stated that Senator Campos was going to look into declaring it as an emergency. She stated that, regarding lobbyists, she believed from her experience that the best lobbyists were individuals that came from within our own area, Senators, Representatives and Council and spoke highly of Senator Pete Campos for being exceptionally familiar with the bills and how he would be an exceptional sponsor.

Further detailed discussion took place regarding lobbying, Legislative Session, Las Vegas Day/Night and sponsorships.

## **FINANCE REPORT**

Interim City Manager Gallegos advised that Interim Finance Director Vega had fallen ill. She presented the Finance Report for the month ending December 31, 2018 (50% of the year lapsed), reporting General Fund revenue at 49% and expenditures at 40%. She reported the Enterprise Funds at 45% and expenditures came in at 36%. Interim City Manager Gallegos informed that Recreation Department revenue was at 42% and added that they had 24 teams already signed up for the YABL program and advised that expenditures were at 37%.

## **CONSENT AGENDA**

City Clerk Fresquez read the Consent Agenda into the record as follows:

1. Approval of Traffic Safety Bureau Grant funds for Las Vegas Police Department for overtime to conduct End DWI, Buckle Up and STEP operations throughout the City.

2. Approval of Resolution No. 19-02 assuring the availability of funds for the lease/purchase of a new 2018 Elgin Whirlwind Dual Broom Sweeper.

Resolution 19-02 was presented as follows:

**CITY OF LAS VEGAS  
RESOLUTION NO. 19-02**

A resolution authorizing submission of a Lease Agreement for the City of Las Vegas Public Works Department with Tax- Exempt Leasing Corp., a bid for leasing of a 2018 Elgin Whirlwind Dual Broom Sweeper.

**WHEREAS;** the governing body of the City of Las Vegas, desires to obtain a 2018 Elgin Whirlwind Dual Broom Sweeper; and

**WHEREAS;** the equipment is essential for the City to perform its governmental functions; and

**WHEREAS;** the City desires to lease such equipment, and funds made available under such lease will be applied to the acquisition of such equipment; and

**WHEREAS;** the City has taken the necessary steps to arrange for the acquisition of the equipment and related lease; and

**NOW THEREFORE, BE IT RESOLVED;** by the governing body of the City of Las Vegas, as follows:

- Section 1. The City of Las Vegas accepts the lease from Tax-Exempt Leasing Corp. in the amount of first payment being \$31,944.77 and thereafter \$5,276.98 monthly, covering a period of 5 years.
- Section 2. It is hereby found and determined that the terms of the Lease in the form presented to this meeting are incorporated in this Resolution are in the best interests of the City for the acquisition of the equipment.
- Section 3. The Lease and the acquisition and financing of the equipment under the terms and conditions as described in the Lease are hereby approved.

**PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ DAY OF JANUARY, 2019.**

**CITY OF LAS VEGAS**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Casandra Fresquez, City Clerk

3. Approval of Resolution No. 19-03 assuring the availability of funds for the purchase of a new 2019 Ford F-750 Bucket Truck.

Resolution 19-03 was presented as follows:

**CITY OF LAS VEGAS  
RESOLUTION NO. 19-03**

A resolution authorizing the City of Las Vegas Public Works Department to purchase a 2018 Ford F-750 Diesel Bucket Truck through Don Chalmers Ford Company, for \$220,601.32.

**WHEREAS;** the governing body of the City of Las Vegas, desires to obtain a 2018 Ford F-750 Diesel Bucket Truck; and

**WHEREAS;** the equipment is essential for the City to perform its governmental functions; and

**WHEREAS;** the City desires to purchase such equipment, and funds made available through the Public Works Department and will be applied to the acquisition of such equipment; and

**WHEREAS;** the Public Works Department has taken necessary steps to arrange for the acquisition of the equipment; and

**NOW THEREFORE, BE IT RESOLVED;** by the governing body of the City of Las Vegas it is respectfully requested that authorization be given to the Public Works Department for the approval of said request.

**PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ DAY OF JANUARY, 2019.**

**CITY OF LAS VEGAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez, City Clerk

4. Approval to award request for bid #2019-05 for the Mills building rehabilitation project of Stoven Construction, Inc.

5. Approval to purchase one transport trailer for the Solid Waste division.

6. Approval of Resolution #19-04, repealing and replacing Resolution 18-43.

Resolution 19-04 was presented as follows:

**STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION NO. 19-04**

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 18-43 BUDGET ADJUSTMENTS FOR FISCAL YEAR 2019**

**WHEREAS**, The purpose of this Resolution is to abide by the Department of Finance and Administration request to amend previously submitted budget adjustment resolution, and

**WHEREAS**, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$60,000 in Lodgers Tax, \$24,999 CLG Grant funding, \$101,100 ALTS grant funding, \$10,959 Non-Metro AAA grant funding, \$190,485 DOT grant and expenditures \$265,184 and \$12,000 transfer (in) in Street CO-OP Projects to include \$63,488 unbudgeted cash balance, \$12,000 transfer out of Municipal Street, \$4,090,681 NMFA Loan Proceeds with a transfer out of \$71,750 to NMFA Debt Service;

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

**RESOLVED**: In session this 16th day of January, 2019

\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Esther Garduno Montoya, City Attorney

7. Approval of Resolution #19-05, repealing and replacing Resolution 18-45.

Resolution 19-05 was presented as follows:

**STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION NO. 19-05**

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 18-45 BUDGET ADJUSTMENTS FOR FISCAL YEAR 2019**

**WHEREAS**, The purpose of this Resolution is to abide by the Department of Finance and Administration request to amend previously submitted budget adjustment resolution, and

**WHEREAS**, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$305,891 in the E911 Program, an increase of 174,602 in the 2017 CFP Grant, an increase of \$68,585 in the 2018 CFP Grant, an increase in net transfers of \$115,190 and an increase of expenditures of \$115,190 in Low Rent Housing and an increase in transfer out in the General Fund of \$11,685;

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

**RESOLVED**: In session this 16th day of January, 2019

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Tonita Gurule-Giron. Mayor

**ATTEST**:

Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY**:

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Esther Garduno Montoya, City Attorney

**8. Approval of Resolution #19-06.**

Resolution 19-06 was presented as follows:

**STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION NO. 19-06**

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-19, and

**WHEREAS**, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$100,000 NMPRC grant for Fire Protection for purchase of Apparatus, \$300,000 Internal Service Fund 546 for rehabilitation of Mills Building from unbudgeted 2018 cash balance, \$20,000 for EMS grant for Superior Ambulance, \$11,245 DOJ 2019 JAG grant, \$19,471 DOT grants, \$7,509 State Grants-in-Aid to Public Libraries, \$50,000 Fire Protection Other Special Revenue Fund and a transfer of \$43,000 to NMFA Fire Equipment Loan Fund.

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 16th day of January, 2019

\_\_\_\_\_  
Tonita Gurule-Giron. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Esther Garduno Montoya, City Attorney

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

## **BUSINESS ITEMS**

1. Approval/Disapproval to purchase one transport truck for the Solid Waste division.

Utilities Director Maria Gilvarry advised that the City of Las Vegas Solid Waste division is in need of additional equipment to include a transport truck. The truck that is being used now has a blown engine and it would not be cost effective to repair it. The division would like to purchase a used transport truck to haul green waste to Wagon Mound as required by the New Mexico Environment Department. The cost of the truck is \$50,863. She advised that they received a list of warranties and advised that they would go with the 24 month warranty for the engine and that it included water pumps, fuel injectors, fuel pumps and ECMs for the first 12 months and the cost was \$4,500.00 and felt it would be worth it, being it was a used vehicle. She advised the old semi was looked at by D.A.G. again, was able to get it operational to get some more miles out of the vehicle for the use of getting rid of green waste and haul more trash.

Councilor Romero thanked Utilities Director Gilvarry for addressing the matter of the warranty and felt that the extra expense was worth it and asked what the legalities were regarding asking for a second opinion on the semi without interfering with the contract with D.A.G.

City Attorney Esther Garduno Montoya stated that she was not sure and asked Ms. Gilvarry if she had any idea.

Utilities Director Gilvarry advised that D.A.G. did have the first chance on their vehicles due to having the contract however at the time they would advise they could not repair to be operational, would go to a second diesel mechanic.

City Attorney Garduno Montoya advised that in that situation, she would get together with Ms. Gilvarry and resolve that issue.

Councilor Casey made a motion to approve to purchase one transport truck for the Solid Waste division. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David G. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

## 2. Approval/Disapproval of Resolution 19-07.

Interim City Manager Gallegos advised that the City of Las Vegas was requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget. She advised that it included the increase of \$24,300 NMDPS grant for overtime salaries, confidential funds, supplies and vehicle maintenance.

Councilor Casey made a motion to approve Resolution 19-07. Councilor Howell seconded the motion.

Resolution 19-07 was presented as follows:

**STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION NO. 19-07**

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-19, and

**WHEREAS**, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$24,300 NMDPS grant for overtime salaries, confidential funds, supplies and vehicle maintenance;

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

**RESOLVED**: In session this 16th day of January, 2019

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Tonita Gurule-Giron. Mayor

ATTEST:

Casandra Fresquez, City Clerk



REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David G. Romero	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

### 3. Approval/Disapproval of Resolution 19-01, Open Meetings Resolution.

City Clerk Casandra Fresquez advised that Resolution 19-01 establishes reasonable notice of Council meetings in compliance with Open Meetings Act. Approval of resolution is required annually. She stated that also included was the City's Boards, Commissions and Advisory Committees which would help eliminate costs for advertising each time a committee was scheduled to meet.

Councilor Romero stated there had been issues with attendance regarding the boards and asked City Attorney what steps were being taken to advise the public of the meetings not taking place.

City Attorney Garduno Montoya advised that each department that work with commissions had prepared lists for City Manager and that they were working to fill vacancies in those commissions in order to get them going again.

Councilor Romero reiterated his question regarding the committees not meeting.

City Clerk Fresquez advised that should there be no meeting, the Department Directors should be posting a notice of the cancelled meeting.

Interim City Manager Gallegos advised that they had reviewed the resolution with Department Directors and had asked them to notify of any vacancies that would be taken to Mayor and brought back to the Governing Body for approval.

Councilor Casey made a motion to approve Resolution 19-01 Open Meetings Resolution as presented. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

Due to the length of Resolution 19-01, Open Meetings Resolution, a complete copy may be obtained from the City Clerk's Office or may be viewed on the City's website.

### **COUNCILORS' REPORTS**

Councilor Romero asked for an update on the Tilden property and suggested reviewing the Ordinance to possibly shorten the length of the process in the case it became habitual.

Interim City Manager Gallegos advised that there was a new Code Enforcement Officer and the last follow up with Code Enforcement Officer Levy Lujan was that he was in the process of sending the second notice although the property owner had partially cleaned the area. She advised she would follow up and bring back the status to Council.

Councilor Romero asked for an update regarding the lights being off at the Plaza Park area.

Interim Public Works Director Chris Rodarte advised that at the time the Utilities Department was repairing a water leak, they broke into the main power and were waiting on parts ordered for the repair.

Councilor Romero asked a question regarding HB-98 Elections Law that passed, for voting on moving Elections and why they had not been discussing that matter.

Mayor Gurulé-Girón stated that she had a lot of issues with that and that in her review and opinion, if they move into changing the election it would be a breach of contract which would cut them short, they would not honor the sworn in date

and she advised she had discussions with the Interim City Manager and the City Attorney regarding having to change the Charter and there would be concerns with litigation.

Discussion took place regarding the number of other municipalities opting in or out.

Councilor Romero mentioned the costs of election and asked how it would compare and asked if the City was in violation by not addressing the issue.

City Clerk Fresquez advised that the election including the run-off cost close to 30,000.00 as opposed to paying \$13,000.00 if the County took over elections.

Mayor Gurule-Girón advised Councilor Romero that we would not be in violation for addressing the issue, that they had the choice of opting in or opting out and stated that after reviewing with City Attorneys and other attorneys, found that it would be in violation with the Charter.

Councilor Romero asked, wouldn't the decision have come from Council?

City Attorney Garduno Montoya advised that the choices were to opt in, opt out or do nothing and added that the problem would be was that the City was a Charter community. She advised that to her understanding, the Legislature would look at the local election act this year and still continue to change it and iron out some issues.

Councilor Romero stated that what he read, was that Council made the decision.

Councilor Casey stated to Mayor Gurulé-Girón that even if she had seen all these issues, it was still a question of the Governing Board making that decision, at least discussing it, whether they chose to opt in or opt out and stated it had never been placed on the agenda and should have been, so they would have been given the opportunity to vote. She stated that the Mayor should not be making the sole decision for the entire Governing Body.

Mayor Gurulé-Girón stated that she would not put it on the agenda, that it was a violation of the City Charter and a violation of the contractual obligation to each elected official and that she would not put the City in a litigious situation.

Councilor Casey asked for the status of three pending issues regarding code enforcement, which were the properties on 1309 6th Street, 310 3rd Street and 1210 2nd Street.

Interim City Manager Gallegos advised that they were working on 1309 6th Street, that they were in the process of finding a contractor for the abatement and she would later bring an update regarding 2nd and 3rd Street properties.

Councilor Howell asked if there were any updates pertaining to the “exciting news”.

Interim City Manager Gallegos advised that it was a project and there was no update.

Councilor Howell asked what the plan was for repairing the potholes in the City, and spoke of several potholes in his ward and was important that the community be informed.

Interim Public Works Director Rodarte informed that the hot mix would not be ready and available until late April, they ordered quick patch material which would be in next week and were using millings for temporary repairs on the potholes.

Councilor Howell stated that he understood that we supported the Samaritan House and that we just needed to understand what they were doing for our community and that no one else was helping the homeless. He stated that we needed to stop playing games and needed to support them with clothing, feeding and sheltering people in need and thought it was a shame to not be supporting them as much as we can. Councilor Howell advised that CID approved them and that the Fire Chief stated that they are doing what was asked of them.

Mayor Gurulé-Girón stated that she respected Councilor Howell’s statements and supported the Samaritan House and hopefully the future detox center and would review funding with City Manager Gallegos regarding funding and that they would weigh everyone's concerns and were attempting and continue work with Mr. Lyon. She assured Councilor Howell they would continue to do all they could at this level and she would not back down from her word.

Councilor Casey advised that an employee of the Samaritan House informed her that they were in desperate need of food due to the winter, serving three meals a

day. She advised even with the Hillcrest Restaurant, Jaycees Pizza and El Comedor de San Pascual serving meals there was not enough food to feed everyone and that it would be good to get the word out asking for food or monetary contributions.

Councilor Ulibarri, Jr. made the suggestion of the Council and employees possibly donating to the Samaritan House. He asked how the red tagged properties would be addressed now that former Code Enforcement Officer Levy Lujan was no longer with the City.

Mayor Gurulé-Girón advised that if the City would be able to provide the funding through the financial agreement that it should take care of the needs through the cold season.

Interim City Manager Gallegos advised that they had another Community Development employee who had worked with Levy and had the files and she would have him review all red tags and would bring an update to Council.

Councilor Ulibarri, Jr. asked if they could address issues regarding overgrowth of trees that do not allow you to see the stop sign in the area of Romero and Socorro streets and also mentioned addressing issues of many potholes throughout the City and suggested using millings instead of sand for a more effective pothole repair.

Councilor Romero asked City Attorney Garduno Montoya for the update on the Governing Body Rules of Procedure.

City Attorney Garduno Montoya advised that she was reviewing and comparing discrepancies of the documents with the City Clerk.

Councilor Romero informed that in the Governing Body Rules of Procedure, it states that they may amend some of the rules. He used placing items on the agenda as an example and asked if he would be able to request a Special meeting to amend that certain portion of the Governing Body Rules of Procedure.

Mayor Gurulé-Girón stated that it would have to be researched and would have to tie into the Charter because it still governed and advised to let City Attorney to continue her review.

Councilor Romero asked City Attorney Garduno Montoya to provide an update on her review and added that they had previously agreed on taking care of this issue within a 60 day period.

Mayor Gurulé-Girón stated that he should review the memos from Attorney Danelle Smith that she had provided him that included a lot of clarification.

City Attorney Garduno Montoya advised that she would obtain those memos from City Clerk and they would review them.

Councilor Casey had concerns regarding the Codes of Conduct (Elected Officials & City Employees) included in the Governing Body Rules of Procedure, she thought they should be in a separate document. She strongly felt that the document needed to be revised.

Councilor Romero stated that the City did have some furloughed federal employees and asked if the City was doing anything to assist them regarding not being able to pay utility bills.

Interim City Manager Gallegos advised that if anyone knew of furloughed workers to send them to utilities with their furlough letters to work with them on the matter.

Councilor Romero asked if they could reach out to the public with public announcements pertaining to helping the furloughed workers.

Utilities Director Gilvarry advised that furloughed employees were notified that they would receive assistance by providing their furloughed letter and stated she was a bit hesitant of putting out a PSA, due to miscommunication and her not wanting to burden her employees of having to deal with many people who did not meet the requirements. She advised that there was also a 60 day limit before being impacted regarding cutoff to service.

Interim City Manager Gallegos stated that by law, she believed that they were not allowed to cut off gas services to the customer and were working with those who had fallen behind.

## **EXECUTIVE SESSION**

Councilor Romero made a motion to go into Executive Session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David G. Romero	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

Councilor Romero made a motion to reconvene into Regular session and advised that only personnel matters were discussed and no actions were taken. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David G. Romero	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

### **ADJOURN**

Councilor Casey made a motion to adjourn. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

---

Mayor Tonita Gurulé-Girón

ATTEST:

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Cassandra Fresquez, City Clerk

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 5 February 2019    **DEPT:** Police    **MEETING DATE:** *February 20, 2019*

**ITEM/TOPIC:** *Presentation on the Promotion to Police Lieutenant*

**ACTION REQUESTED OF COUNCIL:** *Presentation Only*

**BACKGROUND/RATIONALE:** *Interview process for two (2) vacant Police Lieutenant Positions has been completed and at this time the Police Department would like to recognize the Promotion to Police Lieutenant Position: Jason Gage and Alan Pacheco.*

**STAFF RECOMMENDATION:** *No action*

**COMMITTEE RECOMMENDATION:** *None*

**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.**

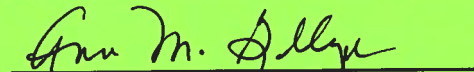


David T. Bibb III  
Chief of Police

**REVIEWED AND APPROVED BY:**



TONITA GURULE-GIRON  
MAYOR



ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

Esther Garduño Montoya  
City Attorney  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)





STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**Alan Pacheco**  
***Police Lieutenant***

DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

IN TESTIMONY WHEREOF, The Las Vegas City Police Department caused these Present to be signed by its Chief and attested by the Mayor of Las Vegas, New Mexico under the seal of the Las Vegas City Police Department, in the City of Las Vegas, New Mexico this 19th day of January in the Year of Our Lord, Two Thousand Nineteen.

Tonita Gurulé-Girón  
Mayor of City of Las Vegas

David T. Bibb III  
Chief of Police

Ann Marie Gallegos  
Interim City Manager



**STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION**

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**Jason Gage**  
DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as  
***Police Lieutenant***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

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Tonita Gurulé-Girón  
Mayor of City of Las Vegas

  
Ann Marie Gallegos  
Interim City Manager

  
David T. Bibb III  
Chief of Police

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 5 February 2019    **DEPT:** Police    **MEETING DATE:** *February 20, 2019*

**ITEM/TOPIC:** *Presentation on the Promotion to Police Sergeant*

**ACTION REQUESTED OF COUNCIL:** *Presentation Only*

**BACKGROUND/RATIONALE:** *Interview process for three (3) vacant Police Sergeant Positions has been completed and at this time the Police Department would like to recognize the Promotion to Police Sergeant Position: Dillon Encinias, David Lautalo and Elias Rael.*

**STAFF RECOMMENDATION:** *No action*

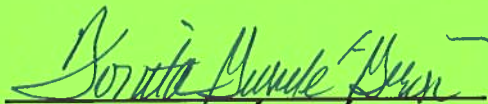
**COMMITTEE RECOMMENDATION:** *None*

**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.**

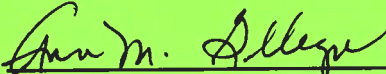


David T. Bibb III  
Chief of Police

**REVIEWED AND APPROVED BY:**



TONITA GURULÉ-GIRON  
MAYOR



ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

Esther Garduño Montoya  
City Attorney  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)



STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**Dillon Encinias**

DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as

***Police Sergeant***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

IN TESTIMONY WHEREOF, The Las Vegas City Police Department caused these Present to be signed by its Chief and attested by the Mayor of Las Vegas, New Mexico under the seal of the Las Vegas City Police Department, in the City of Las Vegas, New Mexico this 19th day of January in the Year of Our Lord, Two Thousand Nineteen.

A handwritten signature in black ink, appearing to read "Tonita Gurulé-Girón".

Tonita Gurulé-Girón  
Mayor of City of Las Vegas

A handwritten signature in blue ink, appearing to read "Ann Marie Gallegos".

Ann Marie Gallegos  
Interim City Manager

A handwritten signature in black ink, appearing to read "David T. Bibb III".

David T. Bibb III  
Chief of Police





STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**David Lautalo**

DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as

***Police Sergeant***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

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Tonita Gurulé-Girón  
Mayor of City of Las Vegas

Ann Marie Gallegos  
Interim City Manager

David T. Bibb III  
Chief of Police



**STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION**

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**Elias Rael**

DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as


***Police Sergeant***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

IN TESTIMONY WHEREOF, The Las Vegas City Police Department caused these Present to be signed by its Chief and attested by the Mayor of Las Vegas, New Mexico under the seal of the Las Vegas City Police Department, in the City of Las Vegas, New Mexico this 19th day of January in the Year of Our Lord, Two Thousand Nineteen.

  
Tonita Gurulé-Girón  
Mayor of City of Las Vegas

  
Ann Marie Gallegos  
Interim City Manager

  
David T. Bibb III  
Chief of Police

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 5 February 2019   **DEPT:** Police   **MEETING DATE:** *February 20, 2019*

**ITEM/TOPIC:** *Presentation on Life Saving Medal for two (2) Police Personnel.*

**ACTION REQUESTED OF COUNCIL:** *Presentation Only*

**BACKGROUND/RATIONALE:** *The Las Vegas Police Department would like to present a Certificate & Life Saving Medal for two (2) police personnel for courageous actions during an emergency situation and unselfish devotion to the Las Vegas Police Department & the citizen of Las Vegas, New Mexico.*

**STAFF RECOMMENDATION:** *No action*

**COMMITTEE RECOMMENDATION:** *None*

**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.**



**David T. Bibb III**  
Chief of Police

**REVIEWED AND APPROVED BY:**



**TONITA GURULE-GIRÓN**  
MAYOR



**ANN MARIE GALLEGOS**  
INTERIM CITY MANAGER

\_\_\_\_\_  
**TANA VEGA**  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
**Esther Garduño Montoya**  
City Attorney  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)



## City of Las Vegas

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



Chief of Police David T. Bibb III

### Letter of Award

**TO:** Darin Romero, Police Officer

**FROM:** David T. Bibb III, Chief of Police  
DB

**DATE:** 02/01/2019

**RE: Life Saving Medal**

---

Officer Romero,

On April, 24, 2018 you were recognized and recommended for a life saving medal by Retired Commander Juan Gonzales. Life Saving Awards- Are issued to anyone who performed extraordinary actions to save the life of a person that would have likely died if not for that action. With Cdr. Gonzales nomination and with some of his highlights listed below it was clear you are deserving of this recognition.

Cdr. Gonzales through his investigation to an incident that occurred on April 14, 2017 concurred that you are worthy of receiving a life saving medal. He notes you and at the time Sgt. Jason Gage responded to an unresponsive ill subject at 615 6<sup>th</sup> Street in the City of Las Vegas. Upon your arrival you assisted Sgt. Gage in performing CPR (Cardio Pulmonary Resuscitation) on a female subject later identified as [REDACTED]. It was noted [REDACTED] did not have a pulse and based on the life saving actions you and Sgt. Gage performed [REDACTED] life was saved.

The facts based on the life saving actions of Sgt. Gage and yours were all confirmed by all medical and fire personnel on this date. They stated that if you and Sgt. Gage did not perform the actions you did [REDACTED] would have passed away.

Officer Romero, your leadership and dedication sets an example to all employees. We are fortunate to have such a dependable, innovative and dedicated professional and you are deserving of this award. You bring great credit upon yourself, your family, and fellow officers. In this way, the performance of your duties keeps the highest value of the Las Vegas Police Department. A copy of this document will be placed in your personnel file.

XC: File





## City of Las Vegas

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



Chief of Police David T. Bibb III

### Letter of Award

**TO:** Jason Gage, Lieutenant

**FROM:** David T. Bibb III, Chief of Police

**DATE:** 02/01/2019

DB

**RE: Life Saving Medal**

---

Lieutenant Gage,

On April, 24, 2018 you were recognized and recommended for a life saving medal by Retired Commander Juan Gonzales. Life Saving Awards- Are issued to anyone who performed extraordinary actions to save the life of a person that would have likely died if not for that action. With Cdr. Gonzales nomination and with some of his highlights listed below it was clear you are deserving of this recognition.

Cdr. Gonzales through his investigation to an incident that occurred on April 14, 2017 concurred that you are worthy of receiving a life saving medal. He notes you and Police Officer Darin Romero responded to an unresponsive ill subject at 615 6<sup>th</sup> Street in the City of Las Vegas. Upon your arrival you began performing CPR (Cardio Pulmonary Resuscitation) on a female subject later identified as [REDACTED]. It was noted [REDACTED] did not have a pulse and based on the life saving actions you and Officer Romero performed [REDACTED] life was saved.

The facts based on the life saving actions of Officer Romero and yours were all confirmed by all medical and fire personnel on this date. They stated that if you and Officer Romero did not perform the actions you did [REDACTED] would have passed away.

Lieutenant Gage, your leadership and dedication sets an example to all employees. We are fortunate to have such a dependable, innovative and dedicated professional and you are deserving of this award. You bring great credit upon yourself, your family, and fellow officers. In this way, the performance of your duties keeps the highest value of the Las Vegas Police Department. A copy of this document will be placed in your personnel file.

XC: File



*The Las Vegas Police Department's  
LIFE SAVING MEDAL  
Is Presented to  
Police Officer Darin Romero*

*"Blessed are the peacemakers for they will be called the children of God"*

Chief of Police David T. Bibb III

Mayor Tonita Gurulé-Girón

Deputy Chief of Police Martin D. Gallegos

Interim City Manager AnnMarie Gallegos



*The Las Vegas Police Department's*  
*LIFE SAVING MEDAL*  
*Is Presented to*  
*Lieutenant Jason Gage*

*"Blessed are the peacemakers for they will be called the children of God"*

Chief of Police David T. Bibb III

Mayor Tonita Gurulé-Girón

Deputy Chief of Police Martin D. Gallegos

Interim City Manager AnnMarie Gallegos



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 5 February 2019    **DEPT:** Police    **MEETING DATE:** *February 20, 2019*

**ITEM/TOPIC:** *Presentation on Field Training Officers (FTO).*

**ACTION REQUESTED OF COUNCIL:** *Presentation Only*

**BACKGROUND/RATIONALE:** *The Las Vegas Police Department would like to present the City of Las Vegas Field Training Officers. The FTO is an experienced or senior officer of the police department who is responsible for training officers so that each is prepared to function as a solo officer at the conclusion of their training cycle.*

**STAFF RECOMMENDATION:** *No action*

**COMMITTEE RECOMMENDATION:** *None*

**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.**



David T. Bibb III  
Chief of Police

**REVIEWED AND APPROVED BY:**



TONITA GURULE-GIRON  
MAYOR



ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

---

TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

---

Esther Garduño Montoya  
City Attorney  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)



STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**David Trujillo**

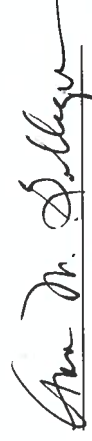
DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as

***Police Sergeant  
Field Training Officer***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

IN TESTIMONY WHEREOF, The Las Vegas City Police Department caused these Present to be signed by its Chief and attested by the Mayor of Las Vegas, New Mexico under the seal of the Las Vegas City Police Department, in the City of Las Vegas, New Mexico this 20th day of February in the Year of Our Lord, Two Thousand Nineteen.

  
Tonita Gurulé-Girón  
Mayor of City of Las Vegas

  
Ann Marie Gallegos  
Interim City Manager

  
David T. Bibb III  
Chief of Police



**STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION**



TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**David Barela**


DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as

***Field Training Officer***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

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Tonita Gurulé-Girón  
Mayor of City of Las Vegas

  
Ann Marie Gallegos  
Interim City Manager

  
David T. Bibb III  
Chief of Police



STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

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KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;

REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**Daniel Casados**

DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as


***Field Training Officer***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

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Tonita Gurulé-Girón  
Mayor of City of Las Vegas

  
Ann Marie Gallegos  
Interim City Manager

  
David T. Bibb III  
Chief of Police





STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

TO ALL TO WHOM THESE PRESENT MAY COME. Greetings:

KNOW that the Chief of the Las Vegas City Police Department by virtue of the authority vested in that office by the laws of said State;


REPOSING SPECIAL TRUST AND CONFIDENCE in the person of  
**Dillon Encinias**  
DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as  
***Police Sergeant***  
***Field Training Officer***

Of the Las Vegas City Police Department and a Conservator of the Peace of the State of New Mexico, with full power to apprehend, arrest and bring before the proper court all violators within said City, giving and hereby granting to that person all rights, privileges and emoluments appertaining to said appointment.

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Tonita Gurulé-Girón  
Mayor of City of Las Vegas

  
Ann Marie Gallegos  
Interim City Manager

  
David T. Bibb III  
Chief of Police





STATE OF NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY  
LAS VEGAS CITY POLICE DEPARTMENT  
COMMISSION

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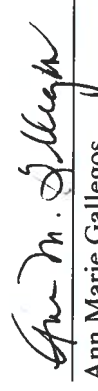
REPOSING SPECIAL TRUST AND CONFIDENCE in the person of

**Jason Gage**  
DOES HEREBY CONSTITUTE, APPOINT AND COMMISSION that person as  
***Police Lieutenant***  
***Field Training Officer***

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**Andrea M. Gutierrez**


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***Street Crimes Agent  
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**Michael E. Lopez**

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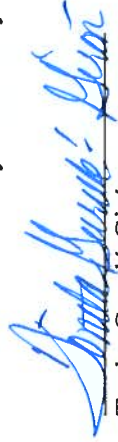
**Conrad Mares**

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**Joseph Mascareñas**

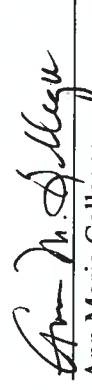
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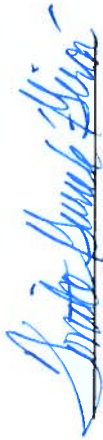
**Michael Ortega**

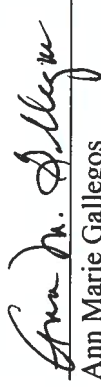
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**Elias Rael**

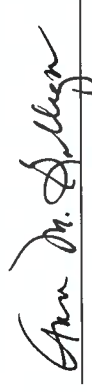
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**Monica Vigil**  
***Police Lieutenant***  
***Field Training Officer***


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**Regular**  
**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 02/06/2019    **DEPT:** Executive    **MEETING DATE:** 02/20/2019

**ITEM/TOPIC:** *Presentation by Highlands University President Sam Minner*

**ACTION REQUESTED OF COUNCIL:** *Presentation Only*

**BACKGROUND/RATIONALE:** President Sam Minner would like to present on three items the Gene Torres Golf Course, traffic flow on University and National and the Town Gown Commission.

**STAFF RECOMMENDATION:** None

**COMMITTEE RECOMMENDATION:** *None*

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

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
**TONITA GURULÉ-GIRÓN**  
**MAYOR**

\_\_\_\_\_  
**TANA VEGA**  
**INTERIM FINANCE DIRECTOR**  
**(PROCUREMENT)**

  
**ANN MARIE GALLEGOS**

**INTERIM CITY MANAGER**

\_\_\_\_\_  
**ESTHER GARDUNO MONTOYA**  
**CITY ATTORNEY**  
**(ALL CONTRACTS, ORDINANCES**  
**AND RESOLUTIONS MUST BE**  
**REVIEWED)**

## **Information Related To Three Agenda Items**

Contact Information  
Office of the President of NMHU  
Phone: 505.454.3269  
Email: [President\\_Office@nmhu.edu](mailto:President_Office@nmhu.edu)

NMHU respectfully requests the opportunity to make a three-item presentation at the City Council Meeting scheduled for February 20, 2019.

### **Agenda Item #1**

Presentation regarding the Gene Torres Golf Course.

Talking Points:

- brief overview of the importance of the course to Las Vegas and challenges we now face
- specific fiscal challenges
- possible partnerships
- next steps

I will not be seeking any action by the City Council at this meeting. This will be an informational item only.

Total Time Requested: 7 minutes + questions/answers. Presenter: Sam Minner, President

### **Agenda Item #2**

Presentation about possible changes in traffic flow on University and National.

Talking Points:

- recommendations from Metropolitan Redevelopment Area Plan
- preliminary interest from city to move forward
- next steps

I will not be seeking any action by the City Council at this meeting. This will be an informational item only.

Total Time Requested: 7 minutes + questions and answers. Presenter: Sam Minner, President

### **Agenda Item #3**

I will be forming a Town Gown Commission and will be seeking a representative from the City to serve on the Commission.

I will not be seeking any action by the City Council at this meeting. This will be an informational item only.

Total time Requested: 3 minutes + questions and answers. Presenter: Sam Minner, President



**Regular**  
**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 02/11/2019    DEPT: Executive    MEETING DATE: 02/20/2019**

**ITEM/TOPIC: *Presentation by Elizabeth Mohanna from the New Mexico Highlands University chartered student club PRISM.***

**ACTION REQUESTED OF COUNCIL: None**

**BACKGROUND/RATIONALE: The PRISM club would like to formally introduce the club to the City of Las Vegas**


**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:**

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**INTERIM CITY MANAGER**

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**(PROCUREMENT)**

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**CITY ATTORNEY**  
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**Regular or Special**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 02/04/19

**DEPT:** Utilities

**MEETING DATE:** 02/20/19

**ITEM/TOPIC:** Presentation on the Peterson Dam project.

**ACTION REQUESTED OF COUNCIL:** N/A

**BACKGROUND/RATIONALE:** Mr. Ed Toms from AECOM will be presenting to the governing body on the Peterson Dam project.

**STAFF RECOMMENDATION:** N/A

**COMMITTEE RECOMMENDATION:** N/A

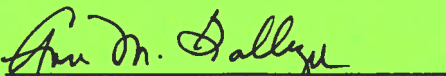
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MAYOR



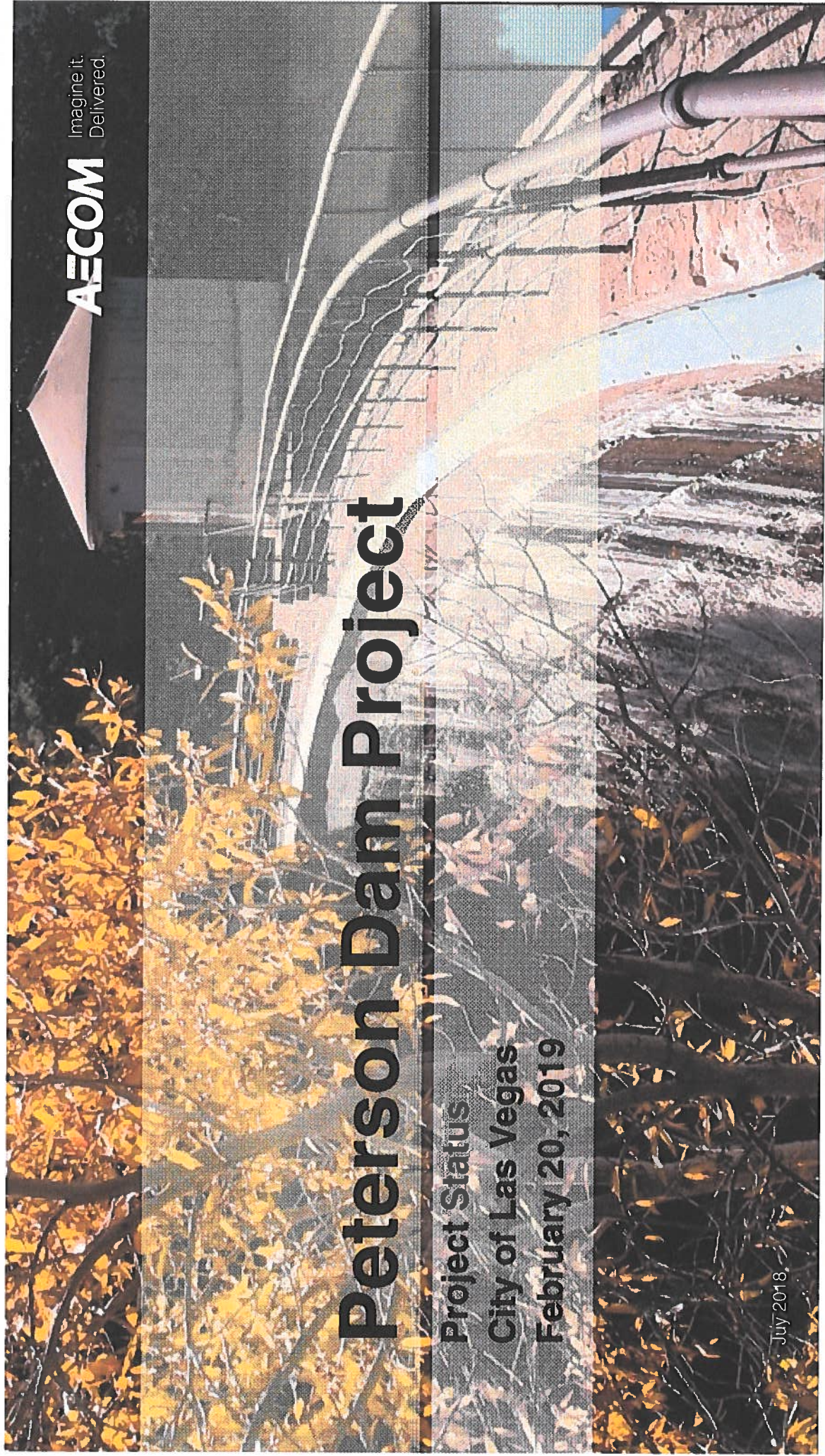
ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
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**AECOM**

Imagine it.  
Delivered.

# Peterson Dam Project

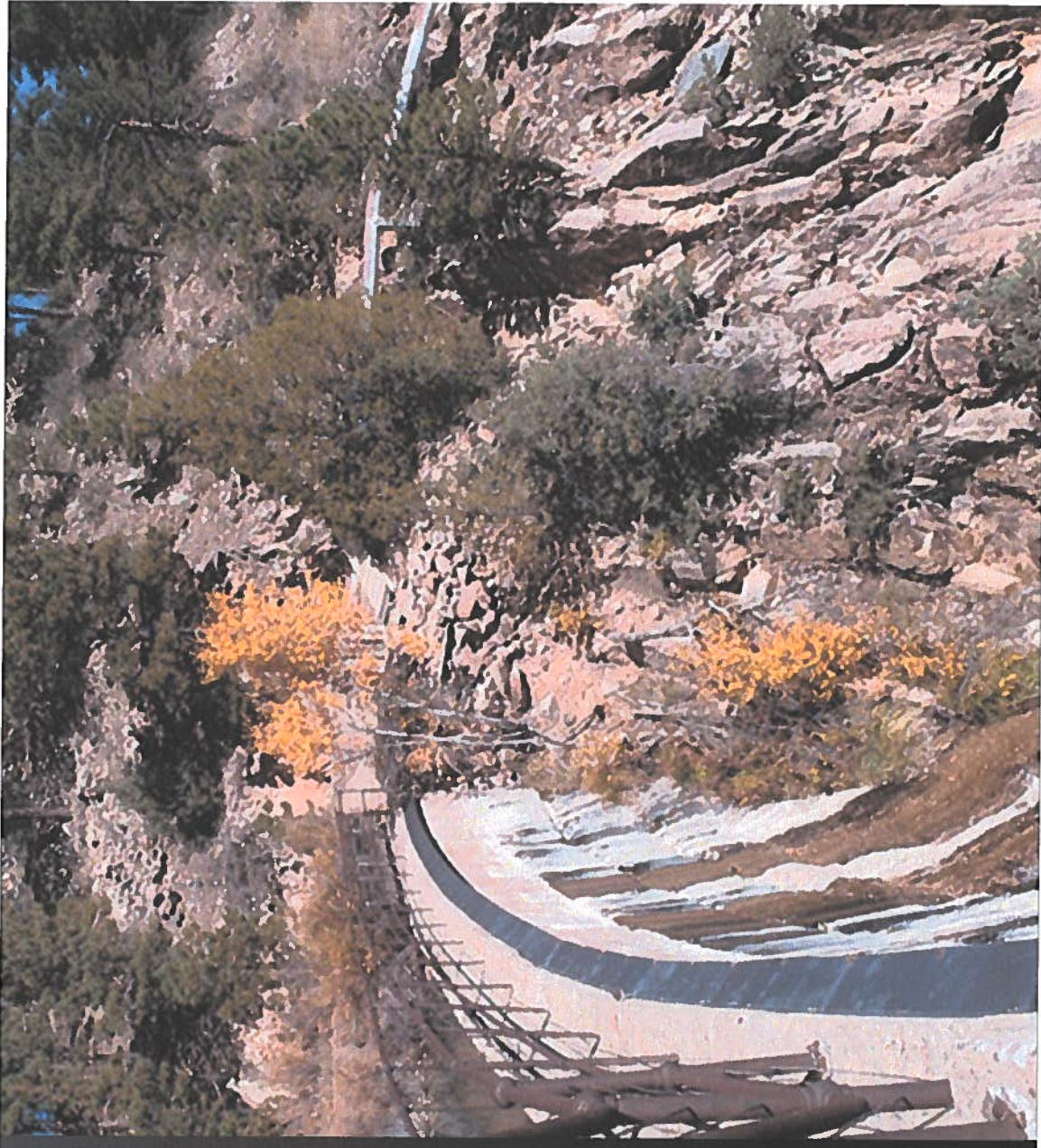
**Project Status**  
**City of Las Vegas**  
**February 20, 2019**

July 2018

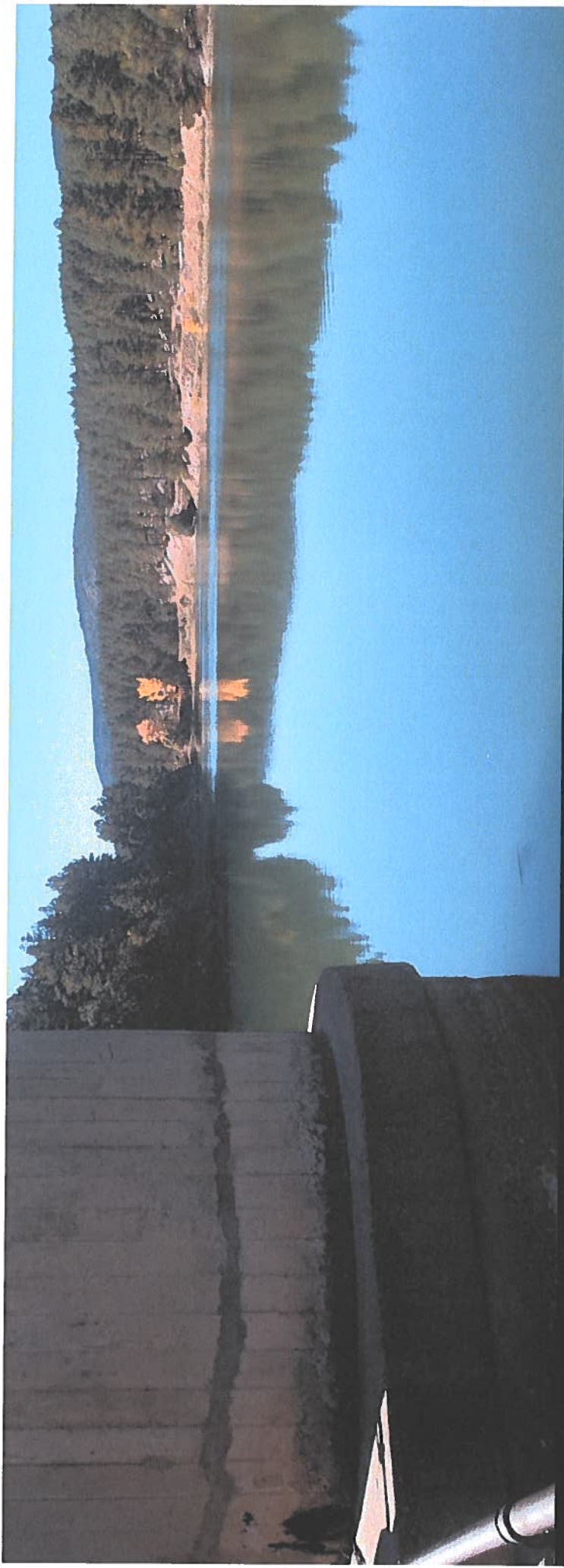


## Presentation Overview

- Project Overview and Status
- Conditional Assessment
- Project Alternatives and Recommendation
- Project Scope and Schedule







# Project Overview and Status

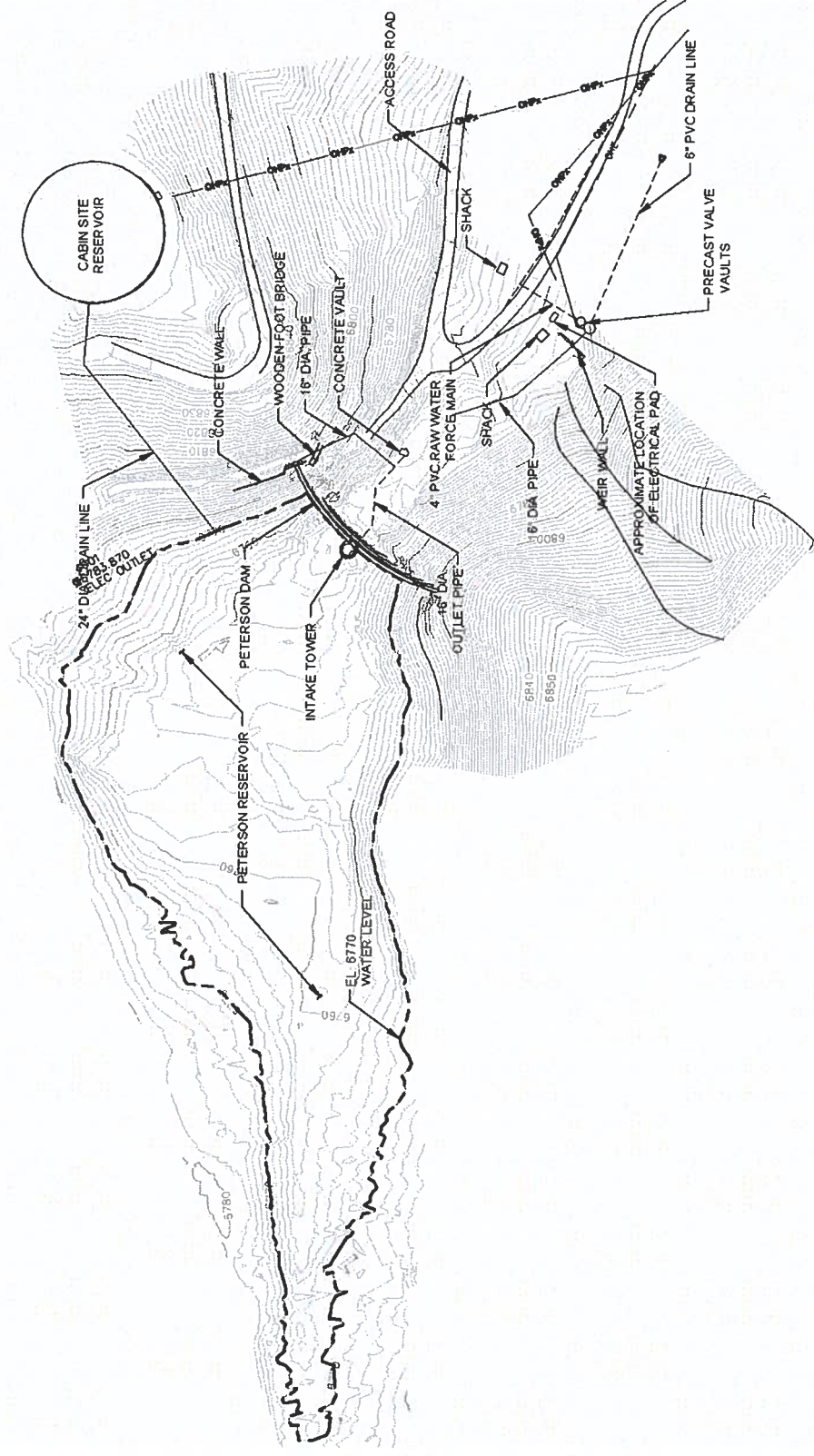
AECOM

## Project Overview

- Constructed – 1911
- Modifications – 1983
- Concrete Gravity Arch Dam
- Crest El. 6789.5 feet
- Height – 50 feet
- Crest Length – 210 feet
- Storage – 208 ac-ft
- Watershed – 20.07 sq. mi.



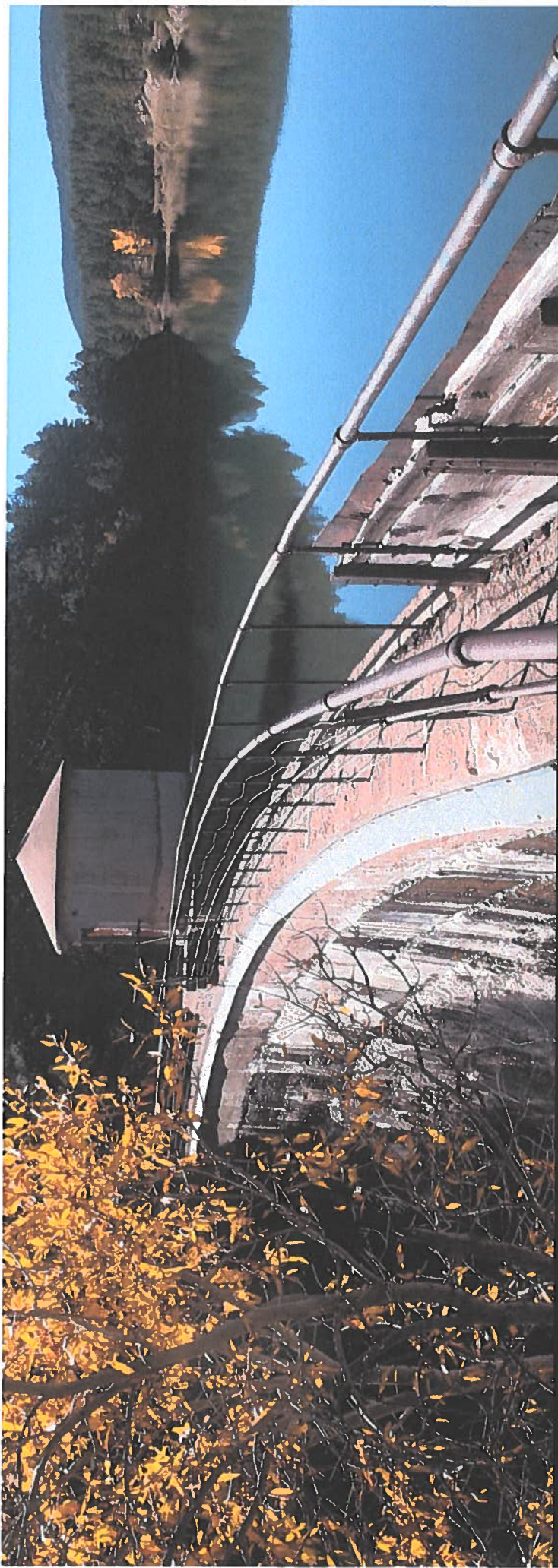
# Existing Site Map and Issues





## Project Status

- Draft Flood Hydrology Report – December 10, 2013
- City Alternatives Presentation – July 2014
- City Summary Alternatives Letter – February 12, 2015
- Draft Geotechnical Data Report – December 2, 2015



# Conditional Assessment

AECOM



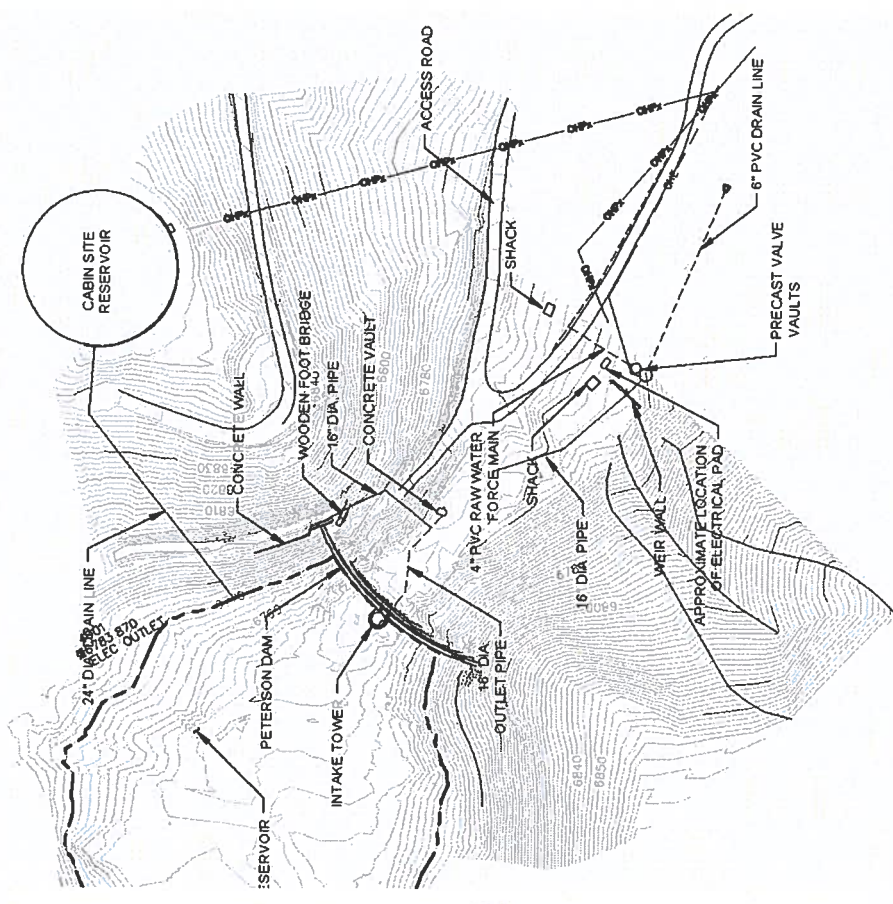
## Summary of Dam Safety Issues

- Upstream Concrete
- Downstream Concrete
  - Foundation/Abutment Grout Curtain
  - Reservoir Seepage - Partial Blanket
  - Intake Tower - Replace In Kind
  - Outlet Works - Slipline Existing Conduit
  - Overtopping Protection – Reduced Dam Crest Length
- Canal Diversion – Concrete Channel



## Summary of Dam Safety Issues

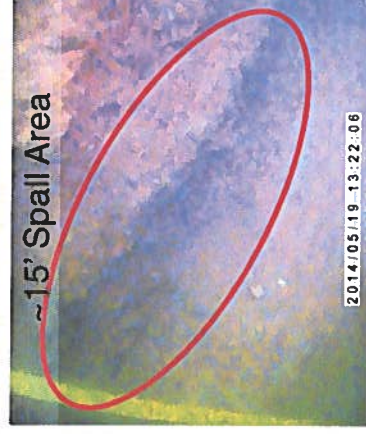
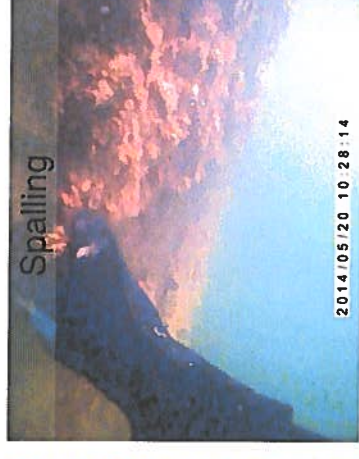
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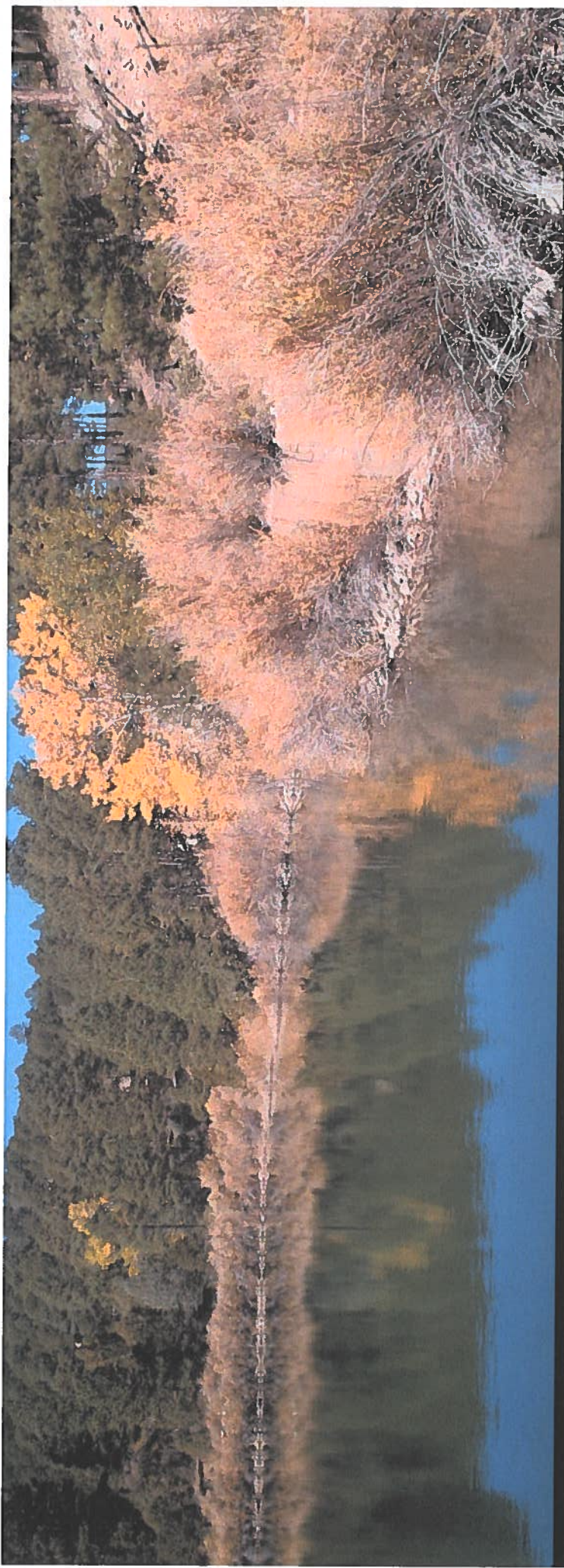


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# Project Alternatives and Recommendation

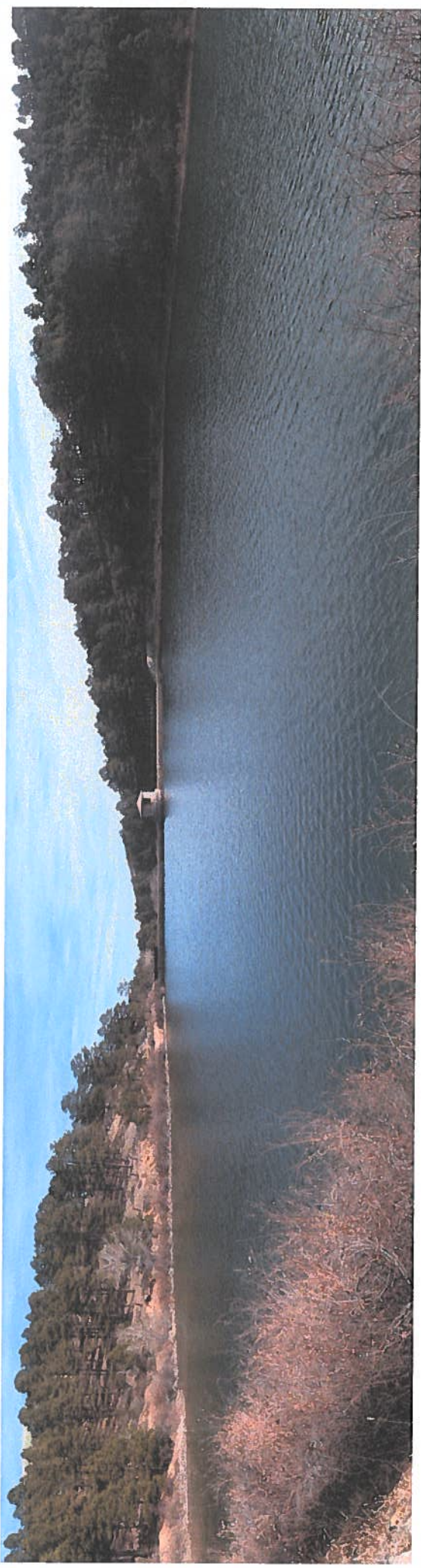
AECOM

## Rehabilitation Alternatives – Cost Summary

- Upstream Concrete Overlay - \$1,652,251.00
- Downstream Concrete Overlay - \$1,486,450.00
- Foundation/Abutment Grout Curtain - \$821,394.00
- Reservoir Seepage - Partial Blanket - \$623,000.00
- Intake Tower - Replace In Kind - \$296,000.00
- Outlet Works - Slipline Existing Conduit - \$659,610.00
- Overtopping Protection – Reduced Dam Crest Length - \$1,256,031.00
- Canal Diversion – Concrete Channel - \$217,904.00
- **Total Comparative Level Cost - \$7,013,263 – Rounded \$7,015,000**

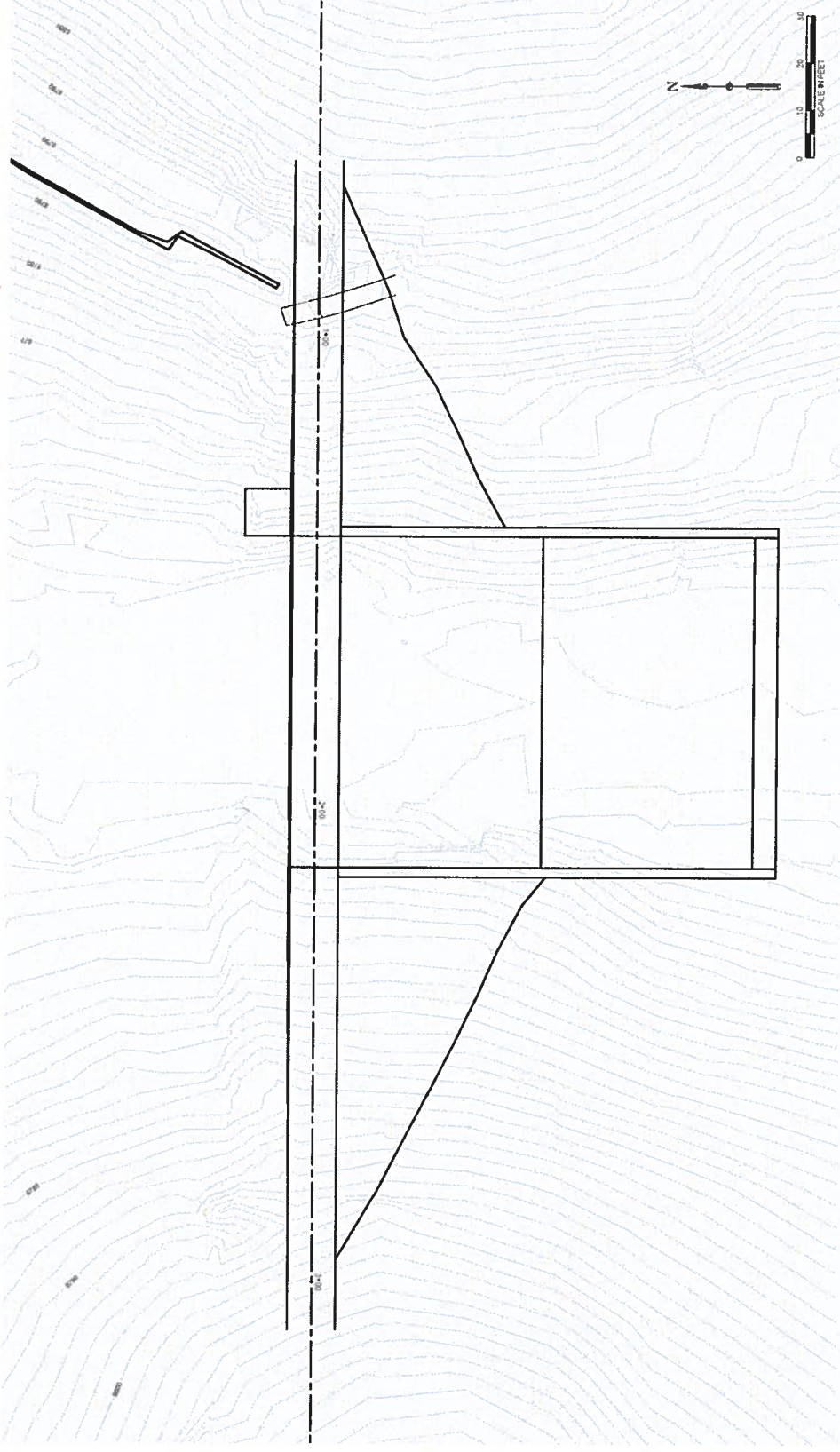


## New Dam Alternative



- A new dam was evaluated due to rehabilitation cost
- RCC gravity dam
- Concrete thin arch dam

# RCC Dam Alternative – Estimated \$7.8 million (2015 dollars)



## RCC Dam Alternative - Evaluation

### – Advantages

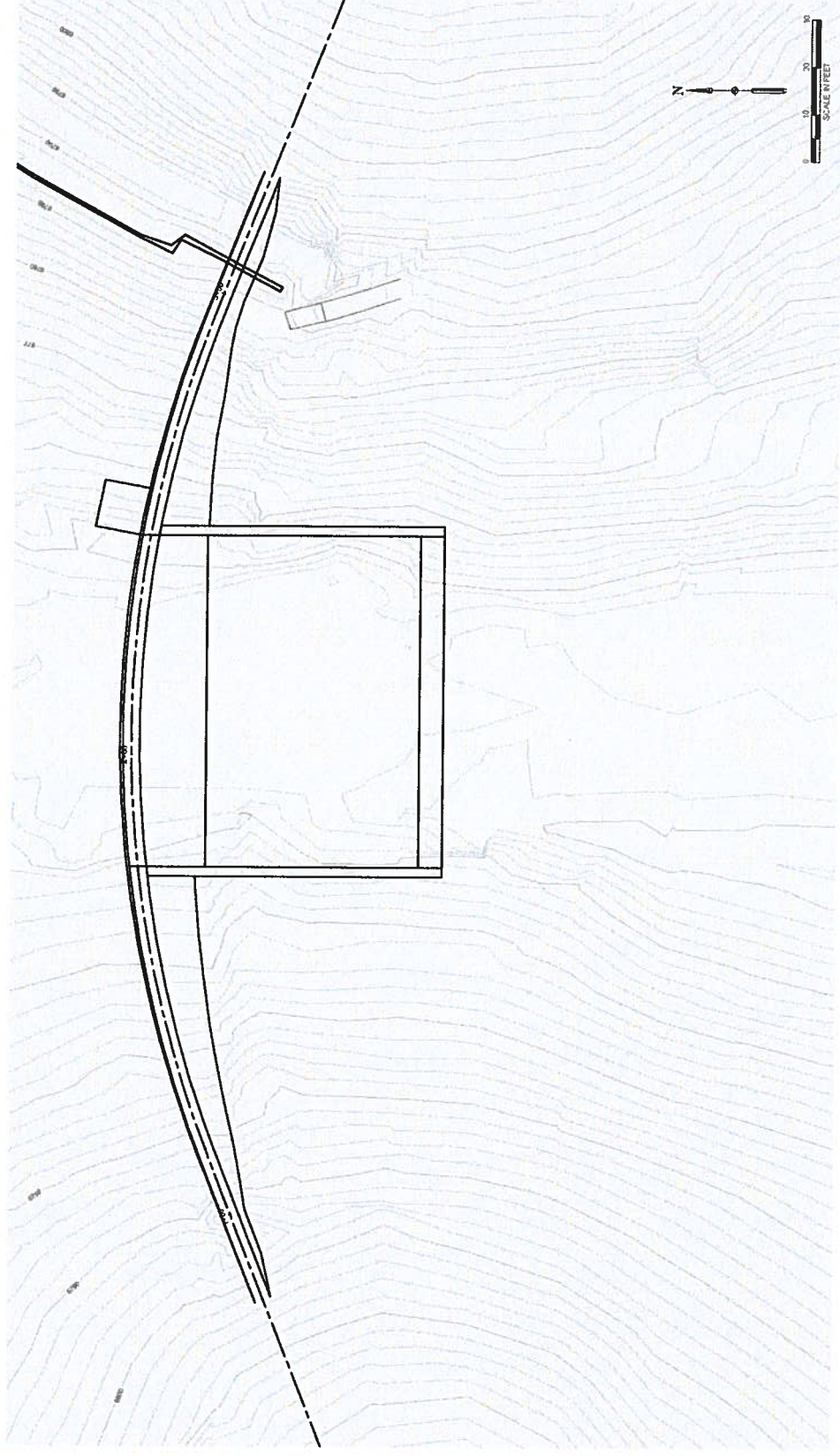
- Faster construction schedule compared to rehab
- **About the same cost as rehab**
- Lower O&M issues compared to rehab
- Standard construction requirements
- Project longevity
- USACE Permit should be same effort – need to verify

### – Disadvantages

- Can't phase to maintain present storage
- Longer design schedule



# Concrete Arch Dam – Estimated \$5.8 million (2015 dollars)





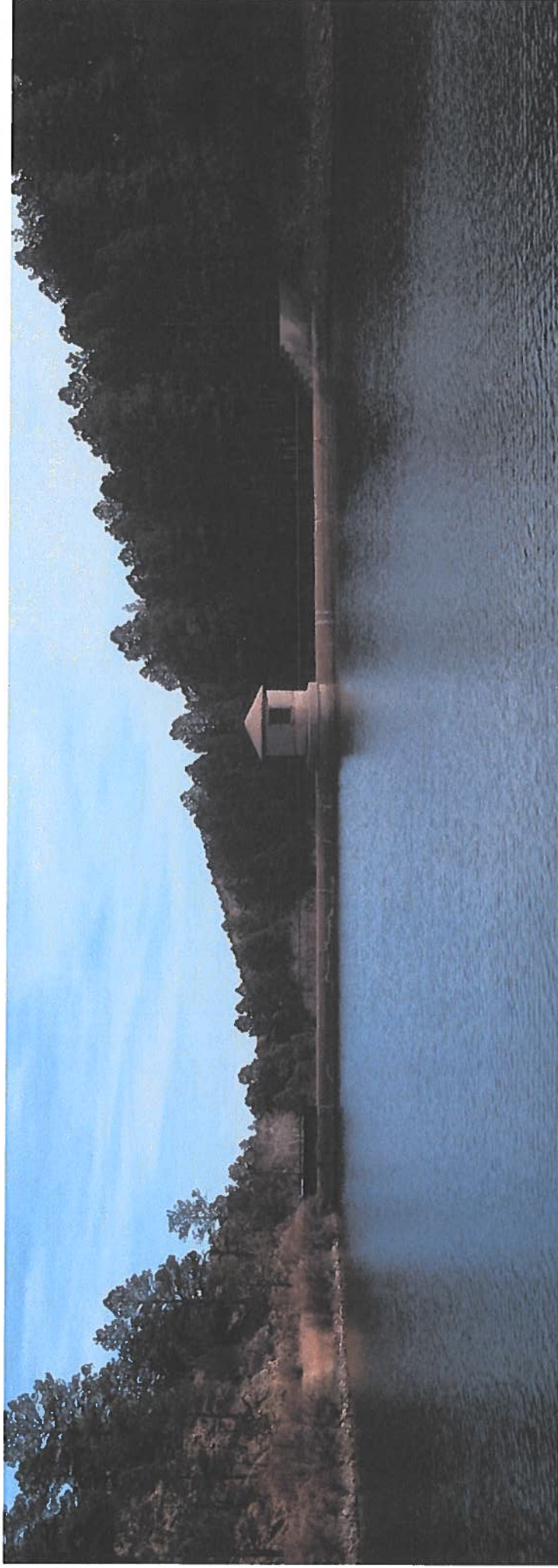
## RCC Dam Alternative - Evaluation

### Advantages:

- Longer construction schedule compared with RCC Dam
- **\$2 million less than RCC Dam and \$1.4 million less than rehab cost**
- Lower O&M issues compared to rehab; similar to RCC Dam
- Project longevity
- Similar appearance of structures
- USACE Permit should be same effort
  - need to verify

### Disadvantages:

- Can't stage to maintain present storage
- Longer design schedule



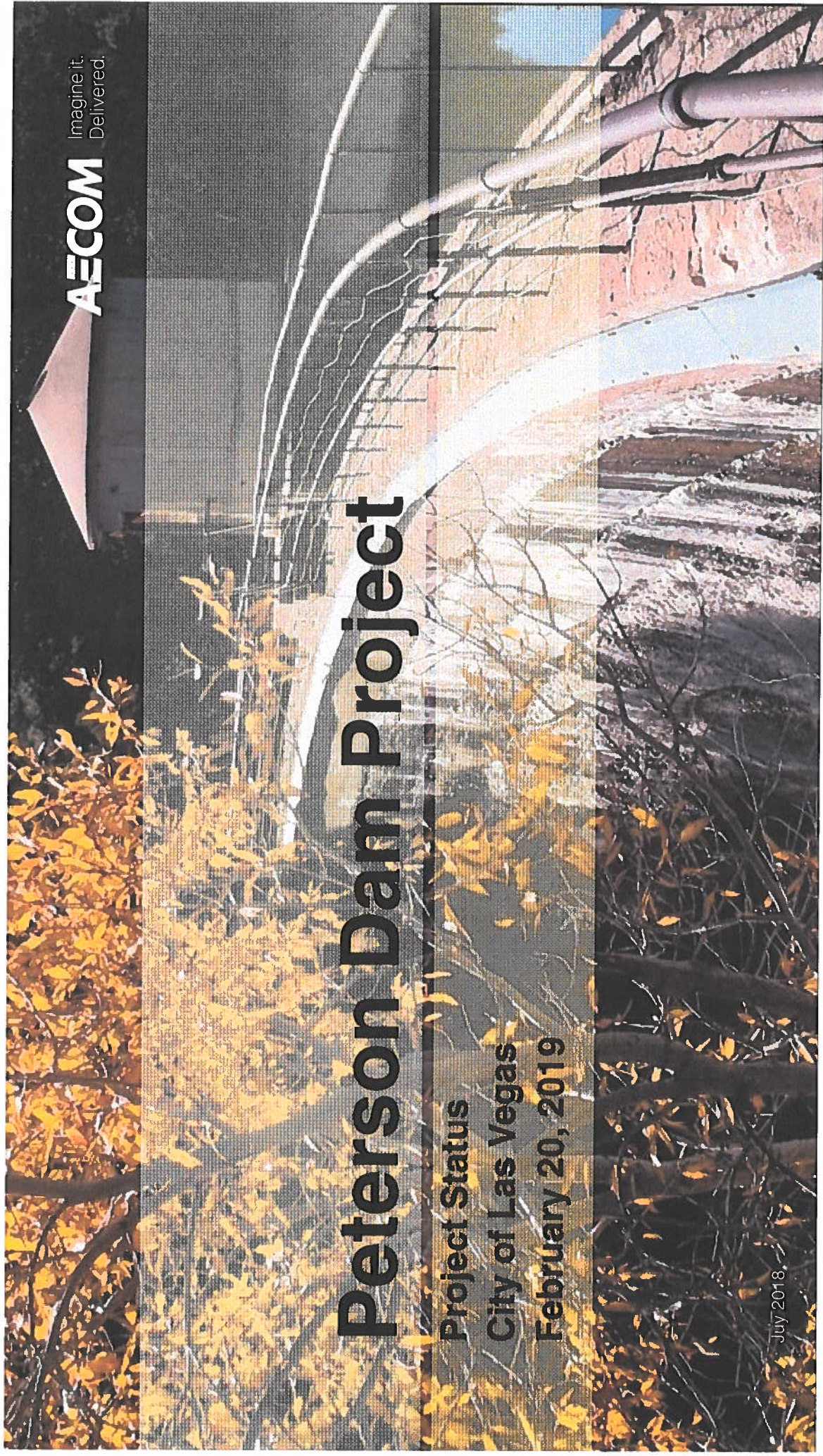
# Project Scope and Schedule

AECOM

# Project Schedule

- **Phase 1 – Preliminary Design (2019 - 2020)**
  - Evaluate and Select Type of Concrete Dam (RCC or Arch)
  - Develop 30% Design – Dam and Downstream Conveyance Connection
  - Budget Level Cost Estimate – Suitable for Funding Request
  - OSE Submittal/Review/Approval
- **Phase 2 – Environmental Permitting (2019)**
  - USACE and County Floodplain Permit
- **Phase 3 – Final Design (2020)**
  - Design Plans and Specifications
  - Updated EAP and OM Manual
  - Engineer's Probable Construction Cost
  - OSE Submittal/Review/Approval
- **Phase 4 – Construction (Estimated 1-Year Construction Period)**
  - Contractor Pre-Qual/Bidding/Selection
  - Construction Engineering Services
  - Project Close-Out





Imagine it.  
Delivered.

# Peterson Dam Project

**Project Status**  
**City of Las Vegas**  
**February 20, 2019**

July 2018



**GENERAL FUND REVENUE COMPARISON**  
**THRU JANUARY 31, 2019 58% OF YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2019**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2019 % REV
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	
PROPERTY TAX	1,291,000	1,485,000	866,250	1,018,792	879,443	59%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,070,833	2,099,073	2,084,844	59%
FRANCHISE TAX	775,000	750,000	437,500	401,130	422,048	56%
GROSS RECEIPT TAX .75	2,440,000	2,332,500	1,360,625	1,379,088	1,369,129	59%
1/8 INFRASTRUCTURE	360,000	372,000	217,000	219,765	231,894	62%
GRT .25 (JAN 2011)	725,000	1,060,000	618,333	623,472	649,329	61%
GRT -HOLD HARMLESS (JULY 2015)	(110,400)	-	0	-	-	
LICENSE & FEES	61,000	83,500	48,708	64,802	28,790	34%
INTERGOVERNMENTAL	83,716	77,144	45,001	45,025	47,755	62%
LOCAL-FINES	77,000	66,500	38,792	34,236	30,033	45%
LOCAL-MISC	1,737,235	1,648,800	961,800	1,051,627	994,829	60%
TOTAL	10,989,551	11,425,444	6,664,842	6,936,990	6,738,093	59%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits, Development Fees)  
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

**FISCAL YEAR 2019**

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2019 AVAIL. BAL.	
JUDICIAL	307,959	294,648	171,878	139,944	157,982	136,666	54%
GOVERNING BODY		73,038	42,606		43,106	29,932	59%
MAYOR		60,736	35,429		30,426	30,310	50%
MANAGER		261,412	152,490		111,743	149,669	43%
EXECUTIVE	397,969		0	176,390		0	0%
MUNICIPAL CLERK	272,858	222,499	129,791	145,166	130,636	91,863	59%
CITY ATTORNEY	231,944	229,704	133,994	128,879	78,090	151,614	34%
PERSONNEL/HR	278,960	245,259	143,068	131,068	113,059	132,200	46%
FINANCE	452,393	467,223	272,547	200,666	226,972	240,251	49%
COMMUNITY DEV.	533,845	528,706	308,412	300,821	191,912	336,794	36%
POLICE	3,854,744	4,006,680	2,337,230	1,827,857	2,175,725	1,830,955	54%
CODE ENFORCEMENT	136,113	150,334	87,695	63,235	63,557	86,777	42%
ANIMAL SHELTER	135,490	135,490	79,036	58,536	77,006	58,484	57%
FIRE	1,257,365	1,357,467	791,856	584,032	674,803	682,664	50%
PUBLIC WORKS/AIRPORT	474,004	450,832	262,985	247,786	241,148	209,684	53%
PARKS	286,222	290,709	169,580	125,150	109,409	181,300	38%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	205,217	200,046	116,694	99,787	103,618	96,428	52%
MUSEUM	150,845	148,116	86,401	73,715	68,677	79,439	46%
GENERAL SERVICES	2,358,248	3,161,410	1,844,156	1,356,831	1,039,854	2,121,556	33%
SALARY CONTINGENCY	0	0	0	0	0	0	0%
TRANSFERS	719,667	739,667	431,472	278,804	431,375	308,292	58%
TOTAL	12,053,843	13,023,976	7,597,319	5,938,667	6,069,097	6,954,879	47%

**ENTERPRISE FUNDS-REVENUE COMPARISON**  
**THRU JANUARY, 2019 58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2019**

**Total Budget to Actual Comparison**

	A		B		C		D		E		G (E/B) % BUDGET
	FY 2018 BUDGET		FY 2019 BUDGET		FY 2019 YTD - BUDGET		FY 2018 YTD - ACTUAL		FY 2019 YTD - ACTUAL		
WASTE WATER (610)	2,866,100		2,966,100		1,730,225		1,667,327		1,785,029		60%
NATURAL GAS (620)	5,236,000		5,036,000		2,937,667		1,967,409		2,259,676		45%
SOLID WASTE (630)	3,419,400		3,419,400		1,994,650		2,010,791		1,980,503		58%
WATER (640)	4,800,150		5,138,950		2,997,721		2,966,764		3,061,711		60%
<b>Total of Enterprise Funds</b>	<b>16,321,650</b>		<b>16,560,450</b>		<b>9,660,263</b>		<b>8,612,291</b>		<b>9,086,919</b>		<b>55%</b>

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON**  
**THRU JANUARY, 2019 58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2019**

**Total Budget to Actual Comparison**

	A		B		C		D		E		H (E/B) % BUDGET
	FY 2018 BUDGET		FY 2019 BUDGET		FY 2019 YTD - BUDGET		FY 2018 YTD - ACTUAL		FY 2019 YTD - ACTUAL		
WASTE WATER(610)	3,297,778		3,317,958		1,935,476		1,742,720		1,728,713		52%
NATURAL GAS (620)	5,938,908		5,387,273		3,142,576		2,314,688		2,397,507		45%
SOLID WASTE (630)	3,733,787		3,760,097		2,193,390		1,955,655		1,792,095		48%
WATER (640)	5,681,820		4,707,663		2,746,137		2,953,246		2,219,860		47%
<b>Total of Enterprise Funds</b>	<b>18,652,293</b>		<b>17,172,991</b>		<b>10,017,578</b>		<b>8,966,309</b>		<b>8,138,175</b>		<b>47%</b>

**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU JANUARY 31, 2019 - 58% OF YEAR LAPSED 7 OF 12 MONTHS  
FISCAL YEAR 2019**

	A	B	C	D	E	G (E/B) % REV
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	
RECREATION-TAXES (Cig)	0	0				0%
WELLNESS CENTER	115,000	115,000	67,083	51,987	63,920	45%
OPEN SWIM	20,000	20,000	11,667	4,512	5,109	23%
YAFL	0	0	0	0	0	0%
YABL	20,000	16,500	9,625	4,650	2,396	28%
SUMMER FUN PROGRAM	20,000	26,000	15,167	2,840	20,899	11%
RECREATION-OTHER	108,964	85,000	49,583	24,966	15,264	29%
GEN FUND TRANSFER	400,000	400,000	233,333	199,920	233,240	50%
TOTAL	683,964	683,964	386,458	288,875	340,828	42%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU JANUARY 31, 2019 - 58% OF YEAR LAPSED 7 OF 12 MONTHS  
FISCAL YEAR 2019**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2019 AVAIL. BAL.	
EMPLOYEE EXP.	594,089	633,166	369,347	257,148	278,376	354,790	44%
YAFL	0	0	0	0	0	0	0%
YABL	4,050	8,500	4,958	2,650	4,321	4,179	51%
OTHER OPERATING EXP.	138,562	95,350	55,621	39,593	37,681	57,669	40%
CAPITAL OUTLAY	8,000	9,500	5,542	4,192	3,657	5,843	38%
TOTAL	744,701	746,516	435,468	303,583	324,035	422,481	43%

**Regular or Special**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 2/7/2019

**DEPT:** Police

**MEETING DATE:** 2/20/2019

**ITEM/TOPIC:** Out of State Travel to Phoenix, Arizona

**ACTION REQUESTED OF COUNCIL:** *Approval/Disapproval of travel request*

**BACKGROUND/RATIONALE:** Police Internal Affairs Training will be held in Phoenix, Arizona on April 7-13, 2019. Two (2) Police Personnel will be attending this training.

Registration for this training is \$795.00 per persons attending. Per Diem cost for this training is \$690.00 per persons attending, total amount of \$2,970.00.


Police Internal Affairs will teach the step-by-step process of conducting professional, thorough, objective administrative and internal affairs investigations, as well as specialized investigation of hostile work place complaints and harassment complaints.

This course will also present the Las Vegas Police Department with in-depth information on the latest court rulings and nationally accepted procedures surrounding the complaint process and internal affairs investigations, employee rights, social media policies and guidelines, relevant administrative laws related to record keeping, and the releasing of information to the media.

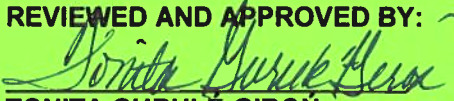
**STAFF RECOMMENDATION:** Approve travel request

**COMMITTEE RECOMMENDATION:** None

**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.**

  
DAVID T. BIBB III  
CHIEF OF POLICE

REVIEWED AND APPROVED BY:

  
TONITA GURULE-GIRON  
MAYOR

  
ANN MARIE GALLEGOS,  
INTERIM CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
TANA VEGA, INTERIM  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)





# City of Las Vegas

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



David T. Bibb III  
Chief of Police

## MEMORANDUM

TO: David Bibb III  
David T. Bibb III, Chief of Police

FROM: Monica Vigil *207*  
Monica Vigil, Lieutenant

DATE: February 4<sup>th</sup> 2019

RE: Personal Vehicle Use Waiver

RECEIVED

FEB 07 2019

BY: William Adams

RECEIVED

FEB 07 2019

BY: Rae

This memo is written in request to obtain permission to utilize my personal vehicle as transportation to and from the attached mentioned training. Training will be in Phoenix, Arizona with a departure date of April 7<sup>th</sup> 2019 and returning April 13<sup>th</sup> 2019. I respectfully ask permission and my waiver to be approved, as my spouse will be accompanying me on this drive. Thank you in advance for your consideration in this matter.

L+,  
This is approved. However, since there are  
city vehicles available, mileage can not be paid

VIR  
201

XC: File

**ADMINISTRATIVE REGULATION A-17-230**  
**ATTACHMENT "C"**

**PERSONAL VEHICLE USE WAIVER FORM**

All employees participating in organization travel more than twenty-five (25) miles from the City of Las Vegas as part of their participation in an event and utilizing their personal vehicle must complete a Personal Vehicle Use Waiver Form. Signed forms must be submitted to the City of Las Vegas along with the Travel Request Form in accordance with the time limits of the Travel Request Form submission to ensure approval by the City of Las Vegas.

**Travel Information**

Organization: Institute of Police Technology and Management

Event: Police Internal Affairs

Destination: Phoenix, Arizona

Departure date/time: April 7th 2019 8am

Return date/time: April 13th 2019 5pm

Number of individuals transported: 2

**Driver & Vehicle Information**

Name: Monica Vigil

Phone#: (505) 429-5664

Drivers License State & Number: NM 119841526

Tag State & Number: NM 215TTY

Vehicle Make: Cadillac

Model: CTS

Year: 2012

**Required Attachment:** A copy of proof of insurance in accordance with the City of Las Vegas Vehicle Use Policy must be attached to this waiver.

**Waiver Statement**

I certify that I am a licensed driver and that the vehicle in which participants will be transported is insured in accordance with the laws of the State of New Mexico and will be used during the above trip or activity. I certify that I have liability coverage as required by law and this coverage will be in force as of the date of this authorized travel. I understand that in the event of an accident, this coverage may be used to pay for damages to the vehicle(s) involved in an accident and/or any injuries to a passenger or occupant of another vehicle. I also agree to hold harmless the City of Las Vegas for any and all liability which may result from the trip or activity.

**Signatures**

**Certification:** The signature below certifies that all information on this form is accurate and up-to-date and that this organization is active and conducts its affairs in accordance with all applicable laws and City of Las Vegas policies.

**Signature:** This form must be signed and submitted by the driver listed above.

Driver's Signature: 

Date: 2.4.19



Chief David T. Bibb III

## MEMORANDUM

TO: David T. Bibb III Chief of Police

FROM:

*Pamela Sandoval*  
Pamela Sandoval

Commander, Planning Training Recruiting

THRU:

*M. David Gallegos*  
M. David Gallegos  
Deputy Chief

DATE: December 10, 2018

RECEIVED

DEC 10 2018

BY: *[Signature]*

RE: Request for out of state training "Police Internal Affairs"

This memo is a request for officers to attend The Police Internal Affairs Training on April 8, 2019-April 12, 2019. The training is hosted by The Institute of Police Technology and Management (IPTM) and will be held in Phoenix Arizona, Department of Public Safety, 2222 West Encanto Blvd.,

This training request is for Lt. Monica Vigil and Lt. Steve Pacheco to attend as representatives of The Las Vegas Police Department. This training is \$795.00 per person. This is the closest training to New Mexico and is within driving distance for our officers.

Attached you will find the flyer and the registration form for this training

Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Review by:

*Marla Martinez*  
Marla Martinez, Finance Specialist

*12/12/18 General Fund*  
Date

*Beatrice Salazar*  
Beatrice Salazar, Grants Administrator

*12/10/18 no grant funds*  
Date

~~Approved~~ Disapproved

*David T. Bibb III*  
David T. Bibb III  
Chief of Police

*12/12/18*  
Date

XC: Training File  
File



## Police Internal Affairs

(40 Hours)

This comprehensive course will provide you with a model procedures approach for handling the internal affairs needs and requirements of small, medium and large public safety agencies. You will acquire the knowledge of investigative techniques and the understanding of legal guidelines necessary to function as an internal affairs investigator to include cases that concern criminal violations and officer-involved shootings.

We will take you step-by-step through the process of conducting professional, thorough, and objective administrative and internal affairs investigations, as well as the specialized investigation of sexual harassment and hostile work place complaints.

We will also present you with in-depth information on the latest court rulings and nationally accepted procedures surrounding the complaint process and internal affairs investigations, employee rights, social media policies and guidelines, relevant administrative laws related to record keeping, and the releasing of information to the media. Finally, you will learn unique, effective interview techniques to prepare for and conduct interviews of complainants, witnesses, and accused officers.

This course will benefit newly assigned Internal Affairs Officers or supervisors, experienced Internal

Affairs Officers who want to update their skills, civilian Internal Affairs Investigators, and administrators and managers who want to understand how internal affairs investigations should be conducted.

### Topics include:

- Ethics and integrity in public safety
- IA policies, rules, and procedures
- Complaint intake and processing
- Integrity testing/stings
- Preparing for and conducting interviews
- Case file preparation, records systems and early intervention systems
- Sexual harassment and hostile work place investigations
- Legal issues and case law
- Officer-involved shootings and in-custody death investigations
- Body worn cameras
- Group projects and presentations

**Audience:** Officers assigned to administrative and internal affairs investigations; personnel assigned to professional compliance units; law enforcement and public safety administrators; and human resource and city/county managers who oversee the personnel assigned to a law enforcement or public safety agency.

**Course Fee:** \$795

#### REGISTRATION AND FEES

Full payment must accompany all registrations. You may register online at [www.iptm.org](http://www.iptm.org) and pay with your Visa, MasterCard, Discover or American Express credit card, or you may download a registration form and mail it to IPTM with a check.

#### CANCELLATION/REFUND POLICY

Complete the Cancellation Request Form and return it to IPTM. No telephone cancellations will be accepted. A 20% administrative fee will be assessed to all refunds if the cancellation request is received within 14 days of the course start date. In lieu of a refund, student substitutions can be made or a credit can be issued for a future course. No refunds will be given for no-shows.

#### COURSE CONFIRMATIONS

A minimum number of registrations must be received for a class to run as scheduled. When the minimum criterion has been met, written confirmation will be mailed, faxed, or emailed to you.

*Please do not make airline reservations until you receive written notification confirming that the course will run as scheduled.*

#### TRANSPORTATION AND LODGING

Most locations are served by several major airlines. Ground transportation, food and lodging are the responsibility of the student. However, hotels in the listed areas offer a special rate to IPTM program participants. For more information, please visit our website at [www.iptm.org](http://www.iptm.org) or call us at (904) 620-IPTM.

#### CONTINUING EDUCATION CREDITS

Continuing Education Units (CEUs) are available through IPTM. Please call us at (904) 620-IPTM for details.

**To register for this course online, please visit our website at:**

**[www.iptm.org](http://www.iptm.org)**



## Institute of Police Technology and Management

### Instructions for Registering Others

1. Complete one Registration Form per student.
2. Return the form(s) with full payment:
  - Email:** info@iptm.org
  - Fax:** (904) 620-2453
  - Mail:** IPTM/UNF  
12000 Alumni Drive  
Jacksonville, FL 32224-2678
  - Call:** (904) 620-IPTM (4786)  
*Please have your credit card information available.*
3. An email confirming registration and payment will be sent to the student. To receive a copy, include your email address in the Registering Person's Information box if you send by email.

#### **IMPORTANT INFORMATION**

Do not make airline reservations until you receive written notification confirming that the course will run as scheduled.

#### **CANCELLATION/REFUND POLICY:**

Complete the Cancellation Request Form found at [www.iptm.org](http://www.iptm.org) and return it to IPTM. No telephone cancellations will be accepted. A 20% administrative fee will be assessed to all refunds if the cancellation request is received within 14 days of the course start date. In lieu of a refund, student substitutions can be made or a credit can be issued for a future course. No refunds will be given for no-shows.

Police Internal Affairs

**4/8/2019 - 4/12/2019**

**Phoenix Arizona**

**Class times: 8:00 AM to 5:00 PM**

**Fee: \$795.00**

**Hotel and Location Information: Arizona DPS Public Service Center**

**Room TBD, 2222 West Encanto Blvd. Phoenix, AZ 85009**

**Instructor(s):**

Police Internal Affairs

**4/8/2019 - 4/12/2019**

**Phoenix Arizona**

Class times: 8:00 AM to 5:00 PM

**Fee: \$795.00**

***Hotel and Location Information:*** Arizona DPS Public Service Center

Room TBD, 2222 West Encanto Blvd. Phoenix, AZ 85009

**Instructor(s):**





# Institute of Police Technology and Management

## University of North Florida

### Registration Form

#### STUDENT INFORMATION

First Name: Steve Day Phone: (505) 425-7504  
Middle Initial: \_\_\_\_\_ Student Fax Number: (505) 425-6346  
Last Name: Pacheco Student Email: Steve-pacheco@lasvegasmn.gov  
Address: 318 Moreno Street  
Address 2: \_\_\_\_\_  
Zip Code: 87701  
City: Las Vegas  
State: New Mexico  
Occupation (Rank): Commander  
Employer (Agency Name): Las Vegas Police Department

Americans with Disabilities Act Program Accessibility:  
Individuals who require reasonable accommodation in order  
to participate must notify the registrar at (904) 620-IPTM  
at least five working days prior to the class.

#### COURSE INFORMATION

Course Title: Police Internal Affairs  
Course Dates: April 8, 2019 - April 12, 2019  
Course Location: Phoenix, Arizona  
Course Fee: \$795.00

**Full payment must  
accompany all registrations!**

Please do not make airline reservations until you receive written notification confirming that the course will run as scheduled.

#### PAYMENT INFORMATION

Payment must be submitted with your registration.

☐ Check enclosed for: \$ \_\_\_\_\_ Make check payable to: **Institute of Police Technology and Management**  
☐ Bill my: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover for \$ \_\_\_\_\_  
Card #: \_\_\_\_\_ 3- or 4-digit security code: \_\_\_\_\_  
Name as it appears on card: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Email receipt to: \_\_\_\_\_

#### CANCELLATION/REFUND POLICY:

Complete the Cancellation Request Form found at [www.iptm.org](http://www.iptm.org) and return it to IPTM. No telephone cancellations will be accepted.  
A 20% administrative fee will be assessed to all refunds if the cancellation request is received within 14 days of the course start date.  
In lieu of a refund, student substitutions can be made or a credit can be issued for a future course. No refunds will be given for no-shows.

#### REGISTERING PERSON'S INFORMATION (If different than student)

Registering Person's Name: Alexis McAdams  
Registering Person's Title: Administrative Aide I Phone Number: 505 425-7504  
Registering Person's Email: amcAdams@lasvegasmn.gov

Return to: Institute of Police Technology and Management/University of North Florida  
12000 Alumni Drive • Jacksonville, Florida 32224-2678  
Phone: (904) 620-IPTM • Fax: (904) 620-2453 • E-mail: [info@iptm.org](mailto:info@iptm.org)



# Institute of Police Technology and Management

University of North Florida

## Registration Form

### STUDENT INFORMATION

First Name: Monica Day Phone: (505) 425-7504  
Middle Initial: \_\_\_\_\_ Student Fax Number: (505) 425-6346  
Last Name: Vigil Student Email: mvigil@lasvegasnm.gov  
Address: 318 Moreno Street  
Address 2: \_\_\_\_\_  
Zip Code: 87701  
City: Las Vegas  
State: New Mexico  
Occupation (Rank): Lieutenant  
Employer (Agency Name): Las Vegas Police Department

Americans with Disabilities Act Program Accessibility:  
Individuals who require reasonable accommodation in order  
to participate must notify the registrar at (904) 620-IPTM  
at least five working days prior to the class.

### COURSE INFORMATION

Course Title: Police Internal Affairs  
Course Dates: April 8, 2019 - April 12, 2019  
Course Location: Phoenix, Arizona  
Course Fee: \$795.00

Full payment must  
accompany all registrations!

Please do not make airline reservations until you receive written notification confirming that the course will run as scheduled.

### PAYMENT INFORMATION

Payment must be submitted with your registration.

☐ Check enclosed for: \$ \_\_\_\_\_ Make check payable to: **Institute of Police Technology and Management**  
☐ Bill my: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover for \$ \_\_\_\_\_  
Card #: \_\_\_\_\_ 3- or 4-digit security code: \_\_\_\_\_  
Name as it appears on card: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Email receipt to: \_\_\_\_\_

### CANCELLATION/REFUND POLICY:

Complete the Cancellation Request Form found at [www.iptm.org](http://www.iptm.org) and return it to IPTM. No telephone cancellations will be accepted.  
A 20% administrative fee will be assessed to all refunds if the cancellation request is received within 14 days of the course start date.  
In lieu of a refund, student substitutions can be made or a credit can be issued for a future course. No refunds will be given for no-shows.  
Refunds will normally be processed in 6-8 weeks.

### REGISTERING PERSON'S INFORMATION (If different than student)

Registering Person's Name: Alexis McAdams  
Registering Person's Title: Administrative Aide I Phone Number: 505-425-7504  
Registering Person's Email: amcAdams@lasvegasnm.gov

Return to: Institute of Police Technology and Management/University of North Florida  
12000 Alumni Drive • Jacksonville, Florida 32224-2678  
Phone: (904) 620-IPTM (4786) • Fax: (904) 620-2453 • E-mail: [info@iptm.org](mailto:info@iptm.org)



## City of Las Vegas

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



Chief of Police  
David T. Bibb III

### MEMORANDUM

TO:

Ann Marie Gallegos  
Interim City Manager

FROM:

M. David Gallegos  
Deputy Chief of Police

DATE: December 27, 2018

RE: Out of State Travel-Phoenix, Arizona  
Police Internal Affairs  
April 7-13, 2019  
2 LVPD Personnel

---

#### Estimated Travel Cost

Per Diem for 1 LVPD Personnel @ 690.00 per individual	\$ 1,380.00
--	-------------

Registration for 1 LVPD Personnel @ \$795.00 per individual	\$ 1,590.00
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TOTAL COST	\$ 2,970.00
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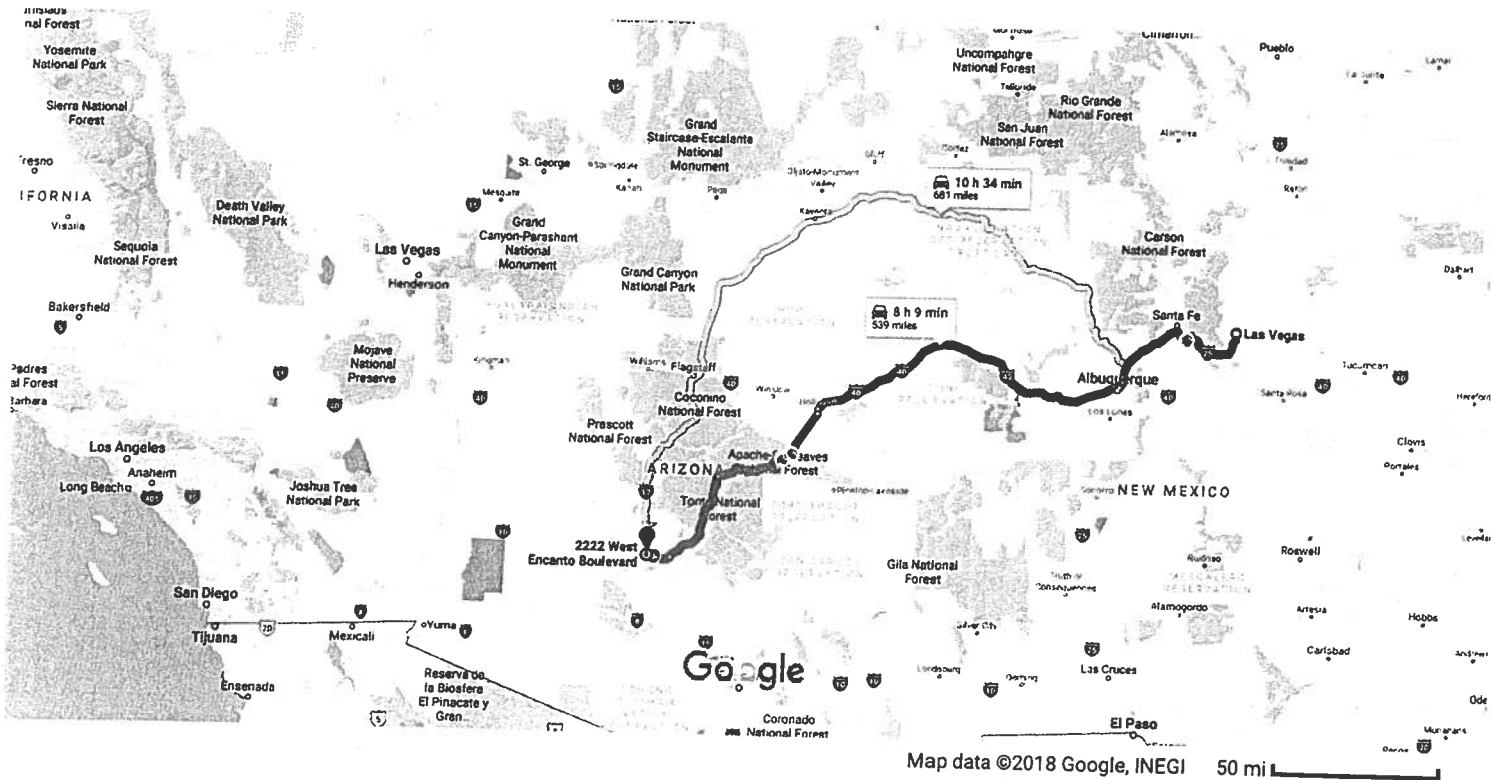
All expenses will be paid by the General Fund. Per Diem will be out of line item 101-4800-710-7202, and registration will be out of line item 101-4800-710-7203.

XC: File



Google Maps

Las Vegas, New Mexico 87701 to 2222 W Encanto Blvd, Phoenix, AZ 85009 Drive 539 miles, 8 h 9 min



via I-40 W

Fastest route, the usual traffic

8 h 9 min

539 miles



via US-160 W

10 h 34 min

681 miles

**CITY OF LAS VEGAS  
OUT OF STATE TRAVEL AUTHORIZATION**

No. \_\_\_\_\_

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. <u>Monica Vigil +</u> <u>Steve Pacheco</u>		2. DEPARTMENT NAME & NO. <u>Police</u>		3. <input type="checkbox"/> CONFERENCE <input type="checkbox"/> SCHOOL <input checked="" type="checkbox"/> OTHER _____		4. DESTINATION <u>Phoenix, Arizona</u>																									
5. DEPARTURE DATE & HOUR <u>4/7/19 8A</u>		6. RETURN DATE & HOUR <u>4/13/19 5P</u>		7. TOTAL DAYS/HOURS <u>12 days</u>		8. WHERE CAN YOU BE REACHED?																									
9. NAME OF SCHOOL <u>Police Internal Affairs</u>		10. MEETING DATES <u>4/7-13/19</u>		11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PROVIDE DETAILS.		12. TYPE OF REQUEST <input type="checkbox"/> ACTUAL <input checked="" type="checkbox"/> PER DIEM																									
13. <input checked="" type="checkbox"/> CITY VEHICLE NO. <u>005006</u> <input type="checkbox"/> PRIVATE VEHICLE <input type="checkbox"/> PUBLIC CONVEYANCE _____ (PLANE, TRAIN, ETC.)																															
14. PER DIEM <u>led</u> x <u>115.<sup>00</sup> x2</u> = <u>690<sup>00</sup> x2</u> DAYS/HOURS      RATE/DAY      TOTAL <u>1,380.<sup>00</sup></u>				15. MILEAGE _____ x _____ = _____ DISTANCE      RATE / MILE      TOTAL																											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">ESTIMATED COST OF TRIP</th> <th style="width:30%;">LINE ITEM</th> <th style="width:40%;">SPECIAL INSTRUCTIONS</th> </tr> </thead> <tbody> <tr> <td>TRAVEL</td> <td>\$ <u>0</u></td> <td></td> </tr> <tr> <td>REGISTRATION</td> <td>\$ <u>795 x 2 = 1,590</u></td> <td><u>101-4800-710-7203</u></td> </tr> <tr> <td>*HOTEL</td> <td>\$ <u>0</u></td> <td></td> </tr> <tr> <td>*PERDIEM</td> <td>\$ <u>690 x 2 = 1,380</u></td> <td><u>101-4800-710-7202</u></td> </tr> <tr> <td>*MEALS</td> <td>\$ <u>0</u></td> <td></td> </tr> <tr> <td>*OTHER</td> <td>\$ <u>0</u></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>\$ <u>1,485 x 2 = 2,970</u></td> <td></td> </tr> </tbody> </table>								ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS	TRAVEL	\$ <u>0</u>		REGISTRATION	\$ <u>795 x 2 = 1,590</u>	<u>101-4800-710-7203</u>	*HOTEL	\$ <u>0</u>		*PERDIEM	\$ <u>690 x 2 = 1,380</u>	<u>101-4800-710-7202</u>	*MEALS	\$ <u>0</u>		*OTHER	\$ <u>0</u>		TOTAL	\$ <u>1,485 x 2 = 2,970</u>	
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*MEALS	\$ <u>0</u>																														
*OTHER	\$ <u>0</u>																														
TOTAL	\$ <u>1,485 x 2 = 2,970</u>																														
TOTAL AUTHORIZED ADVANCE <u>552<sup>00</sup> x 2 = 1,104</u> *ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <u>Total due Employee</u>  <u>138<sup>00</sup> x 2 = 276<sup>00</sup></u> </div>																															
I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.																															
I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.																															
EMPLOYEE SIGNATURE _____ DATE _____				SOCIAL SECURITY NUMBER _____																											
APPROVED: _____ MAYOR & COUNCIL MEETING DATE _____				FOR ACCOUNTING ONLY																											
APPROVED: _____ AUTHORIZED SIGNATURE _____ DATE _____				REVIEWED FOR COMPLETENESS: _____																											
APPROVED: _____ CITY MANAGER DATE _____				APPROVED: _____ FINANCE DIRECTOR DATE _____																											
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DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN: YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.																															
ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.																															



**Regular or Special**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 2/8/2019    **DEPT:** Community Development    **MEETING DATE:** 2/20/2019

**ITEM/TOPIC:** Request out of state travel for Animal Control Officer, Alex Allington, to attend the Training Academy - Module A in Longmont Colorado April 8 - 12, 2019.

**ACTION REQUESTED OF COUNCIL:** Approval or disapproval to Award out of state travel for Animal Control Officer, Alex Allington, to attend the Training Academy - Module A in Longmont Colorado April 8 - 12, 2019.

**BACKGROUND/RATIONALE:** Community Development Department is requesting travel approval to allow Animal Control Officer to attend National Animal Care & Control Association in animal care and cruelty investigation training: The National Animal Control and Humane Officer (NACHO) Training Academy. Animal Welfare Coalition of Northeastern New Mexico will be providing a scholarship for the registration funding in the amount of \$595.00. The City cost for travel will be in the amount of \$705.

**STAFF RECOMMENDATION:** Consideration by Mayor and Council.

**COMMITTEE RECOMMENDATION:**

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

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**



**TONITA GURULE-GIRON  
MAYOR**

\_\_\_\_\_  
**TANA VEGA, INTERIM  
FINANCE DIRECTOR  
(PROCUREMENT)**



**ANN MARIE GALLEGOS,  
INTERIM CITY MANAGER**

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

\_\_\_\_\_  
**ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)**

Select Page



## WHY IS NACA CERTIFICATION IMPORTANT?

---

In today's world, nearly every industry has certification standards for professionals in the field. Professional certification not only helps individuals demonstrate their competency, and show their commitment to the profession, it provides employers an effective way to evaluate whether a current, or prospective, employee possesses the skills and knowledge required for successful performance of their job duties.

As the leader in setting the standard for professionalism in the animal care and control field, the National Animal Care & Control Association began providing certification training to animal care and control professionals more than 25 years ago. With more than 12,000 individuals receiving certification training from NACA since our training programs began, NACA has become the foremost provider of animal care and control certification, and is the industry standard.

### **Continuing to Set the Standard**

Obtaining a certification in animal care and control shows your organization, and the public you serve, your commitment to the animal care and control profession. The next

---

step is to validate your dedication to the animal care and control profession by demonstrating that you are actively maintaining your competency year after year. We firmly believe that animal care and control professionals who pursue continuing education credits on a regular basis are more aware, and better educated, when it comes to utilizing current practices within the field.

To continue setting the standard of professionalism within the animal care and control field, the National Animal Care & Control Association will begin offering animal care and control professionals the opportunity to demonstrate their commitment to the certifications they have earned by requiring continuing education units to maintain National Animal Care & Control Association certifications.

### **NACA Certification Process**

To obtain NACA Certification as an Animal Control Officer, an individual must have successfully completed both the NACA Level 1 and Level 2 Academies, or both of the National Animal Control and Humane Officer Academy (NACHO) Module A and Module B Academies, or the appropriate combination thereof.

Individuals must have completed NACA Level 1 and Level 2, or NACHO Module A and Module B, in any order, as long as both levels were completed within 36 months.

### **Certification Term**

**Beginning January 1, 2017**, the National Animal Care & Control Association's Animal Control Officer Certification **will be valid for a period of three (3) years** from December 31st in the year the certification was completed. For example, if certification is earned in March 2017, certification will be valid from March 2017 until December 31, 2020.

The certification term may be extended if individuals maintain the National Animal Care and Control Association's Animal Control Officer Certification, by pursuing continuing education opportunities, and providing proof of completing said continuing education to NACA, as outlined in NACA's Continuing Education Requirements.

ACO Certification Curriculum Breakdown by NACHO Academy Module

#### NACA TRAINING

NACHO Training Academy

Current Training Schedule

NACA 2019 Conference

NACA ACO Certification

Chemical Immobilization Workshop

[Continuing Education](#)  
[Disaster Response Boot Camp](#)  
[FAQ](#)

## INDUSTRY RESOURCES

[Resources](#)  
[NIBRS Manual](#)  
[Member Resources \(Login Required\)](#)  
[NACA News Magazine](#)  
[NACA News Magazine – Advertising](#)  
[Determining Kennel Staffing Needs](#)  
[Determining Field Staffing Needs](#)  
[Career Center – Job Board](#)  
[Career Opportunities in Animal Care & Control](#)  
[NACA Links](#)  
[Grant Opportunities](#)  
[NACA Merchandise](#)

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**NATIONAL ANIMAL  
CARE & CONTROL ASSOCIATION**

**+ Join Our  
Community!**

[Print Page](#) | [Contact Us](#) | [Sign In](#) | [Register](#)

## MODULE A - LONGMONT, CO - APRIL 8-12, 2019

[Register](#) [Map this Event](#) [Tell a Friend](#)



**4/8/2019 to 4/12/2019**

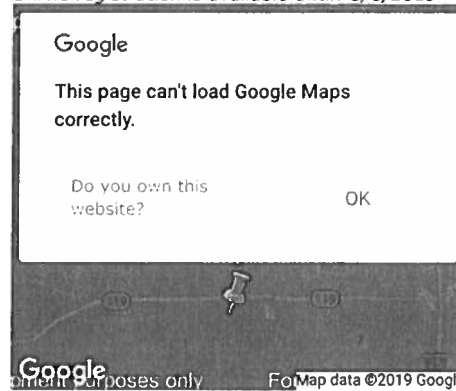
[Register](#)

**When:** April 8-12, 2019  
7:30AM - 5:00PM

**Where:** [Map this event >](#)  
Code 3 Associates and Kinsco  
1456 Skyway Drive  
Longmont, Colorado 80504  
United States

**Contact:** Lesa Murray  
[lmurray@nacanet.org](mailto:lmurray@nacanet.org)  
913-768-1319

Online registration is available until: 3/8/2019



[« Go to Upcoming Event List](#)

The National Animal Control & Humane Officer Academy Module A will be held from April 8-12, 2019 in Longmont, CO. The class will be held at Code 3 Associates and Kinsco, located at 1456 Skyway Drive, Longmont, CO 80504. Nearby hotels include Best Western 720-494-1925, Hampton Inn Longmont 303-772-2554, and Holiday Inn Express 303-684-0404, and are not within walking distance.

### NATIONAL ANIMAL CARE & CONTROL ASSOCIATION

40960 California Oaks Rd. #242  
Murrieta, CA 92562

Phone: 913-768-1319  
Fax: 913-768-1378



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[Training](#)

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[NACA News](#)

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NATIONAL ANIMAL CARE & CONTROL ASSOCIATION

Select Page



## NACHO TRAINING ACADEMY

---

### The NACHO 2019 Schedule is now available!

**Click here to download.** Online Registration is open!

[VIEW CALENDAR](#)

The National Animal Care & Control Association (NACA) was formed in 1978 for the express purpose of assisting its members to perform their duties in a professional manner. NACA believes its most important contribution towards solving our domestic animal problems is to make available to Animal Control agencies and personnel a comprehensive training program.

### Academy Information:

The National Animal Care & Control Association and [Code 3 Associates](#) have partnered to develop a higher standard in animal care and cruelty investigation training: The National Animal Control and Humane Officer (NACHO) Training Academy.

The NACHO Training Academy consists of three 40 hour Monday-Friday modules that can be taken in any order. With this new collaboration, participants will earn the NACA Animal

Control Officer Certification, upon successful completion of Module A and B, and will earn the Code 3 Cruelty Investigator Certification upon completion of Modules A, B, and C.

Until now, receiving these national certifications required individuals to complete five 40 hour week long training courses, however, many of the skills needed to become certified as an Animal Control Officer are also needed to be certified as a Cruelty Investigator. Recognizing this overlapping of skill sets, NACA and Code 3 have worked together to identify areas where the training curriculum in both programs overlap and have developed new curriculum to reduce the total weeks of training necessary to earn both the Animal Control Officer Certification and Cruelty Investigator Certification.

## Who Should Attend

Animal care and control personnel at the federal, state, and local levels, Police Officers, and Sheriff's Deputies who are responsible for animal control duties and cruelty investigators. In addition, those people interested in a career in the animal care and control field are welcome to attend. No previous animal control experience is required.

The National Animal Control & Humane Officer Academy (NACHO) is intended for a wide variety of professionals including animal cruelty investigators, animal control officers, veterinary professionals, animal welfare workers, members of animal rescue groups & others who are responsible for the care and control of animals and the investigation of animal cruelty cases. The NACHO curriculum consists of three 40 hour modules, each providing instruction in all aspects of animal control and animal cruelty investigations. We recommend Module A be taken first, and modules B and C may be taken in any order.

NACA offers training in locations all over the United States. Check the [Animal Control Training Schedule](#) for a list of current training opportunities.

Please be aware that due to logistics and scheduling, NACA may not offer a program within your state. You may need to travel to a course near your location.

It is not necessary to have previous or current experience in Animal Care and Control to attend NACA or NACHO training. You must be 18 years of age to attend a NACA course.

---

## NACHO Module A Curriculum Includes:

- The Professional & Ethical Officer
  - Basic Companion Animal Identification
  - Search & Seizure, w/ Juveniles & Liability
  - Biosecurity & Zoonotic Diseases
  - Rabies & Quarantine
  - Veterinary Evaluations and Injury Assessments
-

- Investigative Report Writing
- Authority, Ordinances and the Law
- Interview & Behavior Analysis
- Companion Animal Capture & Handling
- Companion Animal Behavior

Each day begins at 7:30 am and ends at 5:00 pm.

#### Tuition

Tuition for Module A is \$595.00 per participant. (Current NACA Members receive a \$20.00 discount if logged in when registering for a class.)

For any additional questions please check out our [FAQ](#) or email [naca@nacanet.org](mailto:naca@nacanet.org).

Visit the [Training Schedule](#) now to find a Module A class in your area.

---

### NACHO Module B Curriculum Includes:

- Animal Cruelty Forensic Photography
- Animal Fighting
- Animal Hoarders
- Animal Cruelty Crime Scene Processing and Evidence Handling
- Tense Argument & Confrontation Tactics
- Basic Nutrition
- Livestock Identification & Behavior
- Livestock Investigations
- Case and Trial Preparation
- Sworn Testimony (Practical)
- Body Condition Scoring (with practical)
- Situational Awareness and Stress Management

Each day begins at 7:30 am and ends at 5:00 pm.

Tuition for Module B is \$595.00 per participant. (Current NACA Members receive a \$20.00 discount if logged in when registering for a class.)

For any additional questions please check out our [FAQ](#) or email [naca@nacanet.org](mailto:naca@nacanet.org).

Visit the [Training Schedule](#) now to find a Module B class in your area.

---

### NACHO Module C Curriculum Includes:

- Exotic Animal Investigations

- Backyard Breeders & Animals for Sale
- Case study tabletop exercise
- The Cycle of Violence
- Recognizing and Responding to Clandestine Labs
- Scenario tabletop
- Large Scale Impounds & Disaster Response Planning
- Disaster Response Tabletop Exercise
- Identifying Exotics, Non-Traditional Pets, & Wildlife
- Handling Exotics, Non-Traditional Pets & Wildlife, with hands-on practical
- Practical Scene Exercise

Each day begins at 7:30 am and ends at 5:00 pm.

Tuition for Module C is \$595.00 per participant. (Current NACA Members receive a \$20.00 discount if logged in when registering for a class.)

For any additional questions please check out our [FAQ](#) or email [naca@nacanet.org](mailto:naca@nacanet.org).

Visit the [Training Schedule](#) now to find a Module C class in your area.

---

## Euthanasia Certification and Chemical Immobilization Workshop:

The Euthanasia Certification and Chemical Immobilization Certification Workshop is a three-day course where animal care and control professionals can learn specialized skills. The format allows for individual certification course participation if desired.

Chemical Immobilization Workshop

Euthanasia Workshop

For any additional questions please check out our [FAQ](#) or email [naca@nacanet.org](mailto:naca@nacanet.org).

Tuition

Tuition for will be \$500.00 for both certifications when taken together, or as follows if taken individually: Euthanasia – \$275.00; Chemical Capture – \$275.00.

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## Training Site Selection

Training site locations will be chosen by the National Animal Care & Control Association based on a regional commitment by agencies in a given geographical area of the United States. Those agencies in a given area will need a minimum of 25 attendees to be considered.

---

## Hosting a NACA Training Academy or Workshop

If you are interested in hosting a NACA Training Academy or workshop, please [Click Here](#).

### NACA TRAINING

- NACHO Training Academy
- Current Training Schedule
- NACA 2019 Conference
- NACA ACO Certification
- Chemical Immobilization Workshop
- Continuing Education
- Disaster Response Boot Camp
- FAQ

### INDUSTRY RESOURCES

- Resources
- NIBRS Manual
- Member Resources (Login Required)
- NACA News Magazine
- NACA News Magazine – Advertising
- Determining Kennel Staffing Needs
- Determining Field Staffing Needs
- Career Center – Job Board
- Career Opportunities in Animal Care & Control
- NACA Links
- Grant Opportunities
- NACA Merchandise

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Regular

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 02/04/19**

**DEPT: Public Works**

**MEETING DATE: 02/20/19**

**ITEM/TOPIC:** Approval of Resolution 19-08 assuring available matching funds, amount being \$75,000.00 which is 25% of total estimated cost of \$300,000.00 for phase 3 of 5.

**ACTION REQUESTED OF COUNCIL:** Approve/Disapprove of Resolution 19-08.


**BACKGROUND/RATIONALE:** as part of the Cooperative Agreement submittal Criteria for the New Mexico Department of Transportation, it is required that a Resolution of support from our Local Governing Body. In complying with the criteria, staff is requesting that this Resolution be approved for the plan and design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Keen Street from Grant Street to West National Ave. and from West National Ave. to South Pacific Ave., for (COOP) program agreement submittal 2019/2020.

**STAFF RECOMMENDATION:** Approve Resolution 19-08.

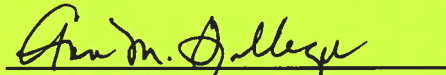
**COMMITTEE RECOMMENDATION:** N/A

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

**REVIEWED AND APPROVED BY:**



**TONITA GURULÉ-GIRÓN  
MAYOR**



**ANN MARIE GALLEGOS,  
INTERIM CITY MANAGER**

  
**SUBMITTER'S SIGNATURE**

**TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)**

**ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY (ALL  
CONTRACTS, ORDINANCES AND  
RESOLUTIONS MUST BE  
REVIEWED)**

**CITY OF LAS VEGAS  
RESOLUTION NO. 19-08**

A contract funding resolution to the New Mexico Department of Transportation.

**WHEREAS**, the City of Las Vegas received an invitation from the New Mexico Department of Transportation, District IV, Las Vegas New Mexico to participate in the 2019/2020 Cooperative Agreement Funding Program, and;

**WHEREAS**, the City of Las Vegas is responding to the invitation by submitting a project proposal to New Mexico Department of Transportation, District IV, and;

**WHEREAS**, the City of Las Vegas will budget up to \$75,000.00, in the appropriate budget cycle to provide matching funds at a percentage of 25% of the total cost of the project, which is estimated at \$300,000.00, and;

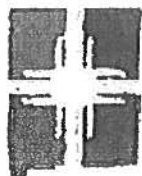
**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Las Vegas, that I, Tonita Gurule-Giron, Mayor, hereby authorize the submission of an application to the New Mexico Department of Transportation for the plan, design and construction of roadway improvements to Keen Street from Grant Street to West National Avenue and from West National Avenue to South Pacific Street within the City of Las Vegas, and hereby commit to the funding of such projects as specified in the application.

**PASSED, ADOPTED, AND APPROVED THIS \_\_\_\_\_ DAY OF FEBURARY, 2019**

**ATTEST:**

\_\_\_\_\_  
Tonita Gurule-Giron  
Mayor

\_\_\_\_\_  
Casandra Fresquez, City Clerk



NEW MEXICO DEPARTMENT OF  
**TRANSPORTATION**

January 1, 2019

Mr. Daniel Gurule, Public Works  
City of Las Vegas  
1700 North Grand Ave  
Las Vegas, NM 87701

**RE: Proposed 2019/2020 Local Government Road Fund Program  
Cooperative Agreement Program (SP)**

Dear Mr. Gurule:

In order to plan the distribution of funding to the various entities for the 2019-2020 Fiscal Year Cooperative Agreement program, we are requesting that you advise this office as to your intentions for participation in the program. The information requested should be submitted no later than **March 15, 2019. Please return page two of this letter to inform us of your intentions to participate in the program, an estimated cost summary that supports your requested amount, and letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.**

If you have any questions or require further assistance, please contact my office at (505) 398-6748.

Sincerely,

*John A. Herrera*

John Herrera  
LGRF Coordinator

xc:  
LGRF Files

**Susana Martinez**  
Governor

**Tom Church**  
Cabinet Secretary, Designate

**Commissioners**

**Pete K. Rahn**  
Chairman  
District 3

**Ronald Schmeits**  
Vice Chairman  
District 4

**Dr. Kenneth White**  
Secretary  
District 1

**Robert R. Wallach**  
Commissioner  
District 2

**Butch Mathews**  
Commissioner  
District 5

**Jackson Gibson**  
Commissioner  
District 6

Regular

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 01/21/19**

**DEPT: Public Works**

**MEETING DATE: 02/20/19**

**ITEM/TOPIC:** Approval of Resolution 19-09 assuring the available matching funds, amount being \$125,000.00 which is 25% of estimated cost of \$500,000.00 for phase 2 of 5.

**ACTION REQUESTED OF COUNCIL:** Approve/Disapprove of Resolution 19-09.

**BACKGROUND/RATIONALE:** As part of the Cooperative Agreement Submittal criteria for New Mexico Department of Transportation Municipal Arterial Program (MAP), a Resolution of support is required from our Local Governing Body assuring matching funding availability accompany program agreement. In complying with the criteria, staff is requesting that this Resolution be approved for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage and misc. improvements to Mountain View Drive for this 2<sup>nd</sup> phase of the project. Budgetary provisions will be made in the Public Works Department budget during the 2019/2020 fiscal cycle.

**STAFF RECOMMENDATION:** Approve Resolution 19-09.

**COMMITTEE RECOMMENDATION:** N/A

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

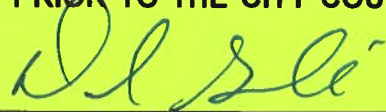
**REVIEWED AND APPROVED BY:**



**TONITA GURULÉ-GIRÓN  
MAYOR**



**ANN MARIE GALLEGOS,  
INTERIM CITY MANAGER**



**SUBMITTER'S SIGNATURE**

**TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)**

**ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY (ALL  
CONTRACTS, ORDINANCES AND  
RESOLUTIONS MUST BE  
REVIEWED)**

**CITY OF LAS VEGAS  
RESOLUTION NO. 19-09**

A contract funding resolution to the New Mexico Department of Transportation:

**WHEREAS**, the City of Las Vegas received an invitation from the New Mexico Department of Transportation, to participate in the 2019/2020 Municipal Arterial Program (MAP), and;

**WHEREAS**, the City of Las Vegas is responding to the invitation by submitting a project proposal to the New Mexico Department of Transportation, for the 2019/2020 fiscal year, and;

**WHEREAS**, the City of Las Vegas will budget \$125,000, in appropriate budget cycle to provide matching funds at a percentage of 25% of the total cost of the project, which is estimated at \$500,000.00, and;

**WHEREAS**, the Scope of Work is intended for the design and construction of milling, repaving, drainage improvements, and miscellaneous improvements to Mountain View Drive as part of the Phase II Improvements and;

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Las Vegas, that I Tonita Gurule-Giron, Mayor, hereby authorize the submission of an application to the New Mexico Department of Transportation for the road improvements along Mountain View Drive, and hereby commit to the funding of such projects as specified in the application.

PASSED, ADOPTED, AND APPROVED THIS \_\_\_\_ DAY OF FEBRUARY, 2019.

\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk





**NEW MEXICO** DEPARTMENT OF  
**TRANSPORTATION**

January 9, 2019

Mr. Chris Cavazos, Project Manager  
City of Las Vegas  
1700 N Grand Ave  
Las Vegas, New Mexico 87701

Dear Mr. Chris Cavazos:

The Project Oversight Division is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2020. The purpose of the MAP program is to assist municipalities in project development; construction, reconstruction, improvement, maintenance, repair, and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but determined to qualify under designated criteria. In general, the criterion for eligibility is the degree to which the route would assist in the distribution of state highway system traffic. As a "rule of thumb", the four general criteria are designated as:

1. A through extension of state highway routes;
2. Major connections between state highway routes;
3. Major streets of particular service to state highways; or
4. Major local service streets.

The request package shall include the following:

1. A map of the project limits (including proposed phasing),
2. Current and 20 year projected traffic volumes (ADT, DHV, and percent heavy traffic),
3. Pavement design criteria (10 year Minimum),
4. Typical section,
5. Major intersection and traffic signal analysis (including warrants),
6. Drainage reports,
7. A preliminary cost estimate (including department share and municipality share),
8. Local Government resolution of support for the project, and
9. A Project Data Sheet summarizing existing and Proposed Project information.

Two (2) copies of the complete application must be received no later than close of business March 15, 2019. All incomplete applications will be returned to the municipality for submission the following year.

Sincerely,

Clarissa Martinez  
LGRF Manager

Xc: David Trujillo, District 4 Engineer

**Michelle Lujan**  
**Grisham**  
Governor

**Mike Sandoval**  
Cabinet Secretary-Designate

**Commissioners**

**Ronald Schmeits**  
Chairman  
District 4

**Dr. Kenneth White**  
Commissioner  
District 1

**David Sepich**  
Commissioner  
District 2

**Keith Mortensen**  
Commissioner  
District 3

**Butch Mathews**  
Commissioner  
District 5

**Billy Moore**  
Commissioner  
District 6

**Regular**  
**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 02/06/2019    **DEPT:** Executive    **MEETING DATE:** 02/20/2019

**ITEM/TOPIC:** *Resolution No. 19-12 mass casualty incident planning process and adoption of the San Miguel County/ City of Las Vegas Mass Casualty Incident Plan*

**ACTION REQUESTED OF COUNCIL:** *Presentation - Approval/ Disapproval Resolution No. 19-12*

**BACKGROUND/RATIONALE:** A Resolution approving participation in the mass casualty incident planning process and adoption of the San Miguel County/ City of Las Vegas Mass Casualty Incident Plan presented by Leo Maestas from the Office of Emergency Management.

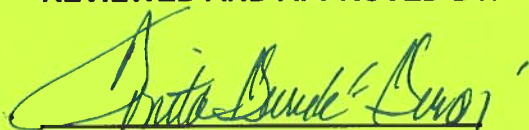
**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:**

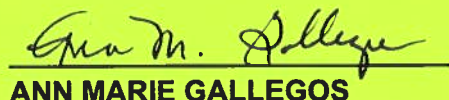
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

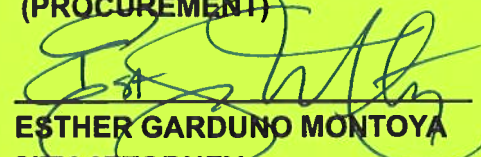


**TONITA GURULÉ-GIRÓN**  
**MAYOR**



**ANN MARIE GALLEGOS**  
**INTERIM CITY MANAGER**

\_\_\_\_\_  
**TANA VEGA**  
**INTERIM FINANCE DIRECTOR**  
**(PROCUREMENT)**

  
\_\_\_\_\_  
**ESTHER GARDUNO MONTOYA**  
**CITY ATTORNEY**  
**(ALL CONTRACTS, ORDINANCES**  
**AND RESOLUTIONS MUST BE**  
**REVIEWED)**

**CITY OF LAS VEGAS  
RESOLUTION NO. 19-12**

**A RESOLUTION APPROVING PARTICIPATION IN THE MASS CASUALTY  
INCIDENT PLANNING PROCESS AND  
ADOPTION OF THE SAN MIGUEL COUNTY/CITY OF LAS VEGAS  
MASS CASUALTY INCIDENT PLAN**

**WHEREAS**, the City of Las Vegas Government desires to prepare and mitigate for such hazards and seeks to promote the public health, and general welfare of the jurisdiction and the safe, orderly and healthful development of the jurisdiction, and

**WHEREAS**, the City of Las Vegas Government worked with local stakeholders and other participating jurisdictions to develop a Mass Casualty Incident Plan; and,

**WHEREAS**, the New Mexico Department of Health and Emergency Preparedness supports Local Mass Casualty Incident Planning and encourages local government to participate in the jurisdiction Mass Casualty Incident Planning process; and

**WHEREAS**, staff recommends that the City of Las Vegas Government approve the Mass Casualty Incident Plan; and

**WHEREAS**, the City of Las Vegas Government deems it in the public interest to approve this plan; and

**NOW THEREFORE, BE IT RESOLVED**, by the City of Las Vegas Government that this plan be approved.

**City of Las Vegas:**

**Contractor:**

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**Tonita Gurulé-Girón , Mayor**

**ATTEST:**

---

**Casandra Fresquez, City Clerk**

**Approved as to Legal Sufficiency Only:**

  
**Esther Gardunio-Montoya, City Attorney**



## Board of County Commissioners

*Chris A. Najan*  
Chairman - District 5

*Janice C. Varela*  
Vice-Chair - District 2

*Rock G. Wlibarri*  
Commissioner - District 1

*Arthur J. Padilla*  
Commissioner - District 3

*Maria L. Martinez*  
Commissioner - District 4

*Vidal Martinez Ed. I*  
County Manager

### SAN MIGUEL COUNTY RESOLUTION NO. 10-09-18-SMC/CLV-MCI

#### A RESOLUTION APPROVING PARTICIPATION IN THE MASS CASUALTY INCIDENT PLANNING PROCESS AND ADOPTION OF THE SAN MIGUEL COUNTY/CITY OF LAS VEGAS MASS CASUALTY INCIDENT PLAN

**WHEREAS**, the San Miguel County Government desires to prepare and mitigate for such hazards and seeks to promote the public health, and general welfare of the jurisdiction and the safe, orderly and healthful development of the jurisdiction, and

**WHEREAS**, the San Miguel County Government worked with local stakeholders and other participating jurisdictions to develop a Mass Casualty Incident Plan; and,

**WHEREAS**, the New Mexico Department of Health and Emergency Preparedness supports Local Mass Casualty Incident Planning and encourages local government to participate in the jurisdiction Mass Casualty Incident Planning process; and

**WHEREAS**, staff recommends that the San Miguel County Government approve the Mass Casualty Incident Plan; and

**WHEREAS**, the San Miguel County Government deems it in the public interest to approve this plan; and

**NOW THEREFORE, BE IT RESOLVED**, by the San Miguel County Government that this plan be approved.

County of San Miguel  
State of New Mexico

SAN MIGUEL COUNTY  
Pages: 3

I Hereby Certify that this Instrument was filed for record 10/23/2018 09:23:46 AM and was duly recorded as Instrument No. 201803564 of the Records of San Miguel County, NM.


Witness My Hand and Seal Of Office  
Geraldine E. Gutierrez

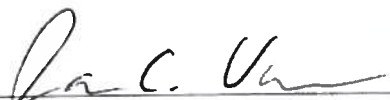
Deputy *[Signature]*  
County Clerk, San Miguel, NM





**MOVED, SECONDED AND ADOPTED** this 9<sup>th</sup> day of October, 2018 by the  
**BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO.**

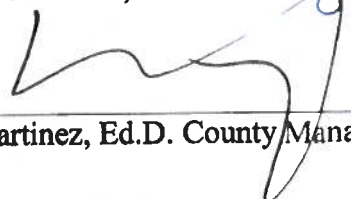
  
Chris A. Najar, Chairman

  
Janice C. Varela, Vice-Chair



  
Arthur J. Padilla, Member

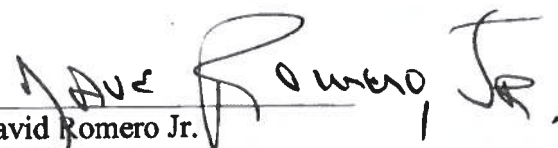
  
Maria L. Martinez, Member

Rock G. Ulibarri, Member

  
Vidal Martinez, Ed.D. County Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
  
Geraldine E. Gutierrez  
San Miguel County Clerk

  
David Romero Jr.  
San Miguel County Attorney

SMC Resolution No. 10-09-18-SMC/CLV

# AGENDA REQUEST FORM

**Date Submitted:** 9/26/18

**Meeting Date:** 10/09/18

**Item to be Presented:** REQUEST THE APPROVAL AND ADOPTION OF RESOLUTION-10-09-18-SAN MIGUEL COUNTY/CITY OF LAS VEGAS MASS CASUALTY INCIDENT PLAN

**Background Information:** Request the approval and adoption of the Resolution-10-09-18-San Miguel County/City of Las Vegas Mass Casualty Incident Plan from the San Miguel County Board of Commission.

**Action Requested of Commission:** Request for approval, adoption, and sign

**Staff Recommendation:** Request for approval, adoption, and sign

**Presenter:** Leo Maestas

**Submitted By:** Leo Maestas

**Approved by:** 

## **FINANCE OFFICE VERIFICATION**

Will this impact the County Budget?                      Yes                      (No)

If yes, please describe budget impact to include:

Fund Number: \_\_\_\_\_

Funding Amount: \$ \_\_\_\_\_

Expenditures: \_\_\_\_\_

Finance Division Supervisor: \_\_\_\_\_

## ***TABLE OF CONTENTS***

1.0	Purpose
2.0	Policy
3.0	Definitions
4.0	Organization Affected
5.0	Standard Operating Procedures
6.0	Responsibilities
7.0	Procedures
8.0	Communications
9.0	Transportation
10.0	Deceased Persons
11.0	Triage Tape and Priority Selection Criteria
12.0	START – Simple Triage and Rapid Transport
13.0	Agency Contact Phone Numbers
	Medical Group Checklists:
	Incident Command Checklist
	Operations / Medical Group Checklist
	Triage Leader Checklist
	Treatment Leader Checklist
	Transport Leader Checklist
	Patient Tracking Form

# **MASS CASUALTY INCIDENT (MCI)**

## ***1.0 Purpose***

First responders are tasked with the protection of property and life safety. In the event of a disaster, whether natural or the result of a man made event, the immediate response to that incident will be by first responders.

Boundaries dividing fire departments and fire districts may determine the initial agency having authority. Mutual aid and first response agreements allow for the immediate resources of additional staffing and equipment.

In the event of a major incident, the demand for an orchestrated plan allowing coordination of multiple agencies will facilitate resolving that incident safely and efficiently.

The purpose of a county wide adopted plan for mass casualty incidents is to achieve overall understanding of personnel assisting neighboring departments. In addition, with a coordinated county plan the use of common terminology and systematic delivery to a MCI will integrate the immediate involvement of mutual aid, strike teams, and task forces when requested by incident commanders.

The City of Las Vegas Mass Casualty Incident Plan (MCI Plan) will append the San Miguel County Office of Emergency Management's Emergency Support Function (ESF) and hospitals' disaster plans. Training and education of all organizations, providers and agencies that may be involved in a disaster/MCI will prepare agencies or responders for the day when this plan is required to become operational.

## **2.0 Policy**

- 2.1 It shall be the policy when confronted with any (MCI) mass casualty incident to save the greatest possible number of patients from death or serious injury. This is accomplished by prompt triage, appropriate treatment, and prioritized patient transportation to designated medical facilities.

At any given time, the on scene incident commander may, by assessing the current conditions of the emergency, declare a Mass Casualty Incident. For any MCI or (5) patients of any severity, Alta Vista Hospital shall be notified to determine patient destination facilities. Alta Vista can always be used for multiple patient incidents of any number to determine patient destination.



### **3.0 *Definitions***

- 3.1 **Rescue UNIT:** Designated title to identify a fire based basic life support unit.
- 3.2 **AMBULANCE:** Designated title to identify private companies requested to assist in the transport of patients to hospitals. Unit may be ALS or BLS.
- 3.3 **ASSEMBLY AREA:** Identified location where resources (i.e. ambulances, strike teams, personnel, busses, etc.) to support multiple jurisdictional requests or large-scale incidents report prior to being assigned.
- 3.4 **BASE STATION:** Base stations provide on-line medical direction for patient care.
- 3.5 **COMMAND POST: (Unified Command Post)** The position where agencies will function on site to support the Incident Commander. The command post located at one location for all agencies.
- 3.6 **Alta Vista Hospital:** The hospital designated to coordinate patient transport destination.
- 3.7 **EMS (Emergency Medical Service):** A system designed to provide care to sick and injured people. Using standard operational guidelines, protocols, and laws.

- 3.8 **FUNNEL POINT:** A center point designated by the Triage Team Leader that every patient filters through prior to movement into the Treatment area. (This location usually is located at the entrance to the treatment area.) Patients will be numbered for tracking and receive a triage ribbon if they have not yet done so.
- 3.9 **Medical 5 Repeater (Hospital Emergency Radio):** This system can be used to communicate from mobile-to-hospital and hospital-to-hospital.
- 3.10 **HAZMAT GROUP SUPERVISOR:** Will be in charge of hazmat group as needed. Reports to the Operations Section Chief.
- 3.11 **ICS: Incident Command System** shall be implemented for the purpose of establishing an operational structure. The San Miguel County has adopted Incident Management System (NIMS) as the command system for San Miguel County.
- 3.12 **INCIDENT COMMAND:** The on scene Incident Command officer that will be responsible for the overall orchestration of the emergency incident.
- 3.13 **LITTER BEARERS:** Individuals assigned by the Medical Group Supervisor to assist in movement of injured patients to designated triage areas, treatment, transport areas.
- 3.14 **MAJOR MCI:** >10 patients.
- 3.15 **MEDIC UNIT:** Designated title to identify a fire based advanced life support / paramedic unit.
- 3.16 **MEDICAL GROUP SUPERVISOR:** Will be in charge of medical group and medical operations at a large incident. This position is assigned by the Operations Section Chief or the Incident Commander if Operations Section Chief has not been assigned. The Medical Group Supervisor would report to the Incident Commander if no Operations Chief is assigned. Reports to the Operations Section Chief.

- 3.17 **OPERATIONS SECTION CHIEF:** Will be in charge of operations as assigned by the Incident Commander. This could be Medical operations, Hazmat operations, Rescue operations, Suppression operations and Extraction operations depending on the size and complexity of the incident. Reports to the Incident Commander.
- 3.18 **OVERHEAD TEAM:** A designated team of Chief Officers dispatched at the request of the Incident Commander to assist in management of the incident.
- 3.19 **PUSH PACK:** Part of the National Pharmaceutical Stockpile. Available for large-scale terrorism or mass outbreak, available through New Mexico.
- 3.20 **REHABILITATION AREAS:** The area for rescue personnel to be assessed, treated and cared for. Rescue personnel will be evaluated, nourished and rested in the rehab area.
- 3.21 **RESCUE GROUP SUPERVISOR:** Will be in charge of the rescue group as needed. Reports to the Operations Section Chief.
- 3.22 **STAFFING/PERSONNEL AREA:** An area designated by the Incident Commander, or designee for assembly of available staff for the incident prior to assignment. Use of citizen volunteers will be at the digression of the Incident Commander.
- 3.23 **STAGING AREA MANAGER:** Individual assigned to coordinate the movement of arriving units and resources. Deployment of resources will be assigned by the Incident Commander or designee. Staging area manager shall ensure all transport units have immediate egress.

- 3.24 **STAGING AREA:** A designated area where vehicles will be parked until requested by the Incident Commander. All units responding to the incident shall report to staging until assigned by the Incident Commander.
- 3.25 **SUPPLY UNIT:** An area designated by the Incident Commander for the gathering of equipment such as backboards, trauma kits, oxygen etc.
- 3.26 **TAC ONE:** Mobile communications unit available through OEM to act as the Command Post for IC, planning and logistics.
- 3.27 **TRANSPORT AREA:** An area patient is moved following treatment as they await transport to a medical facility.
- 3.28 **TRANSPORT UNIT LEADER:** Will organize and supervise the transportation of all patients to medical facilities. Coordinates patient transportation destinations with Alta Vista. Reports to the Medical Group Supervisor.
- 3.29 **TREATMENT AREA:** An area specified by the Incident Commander or Operations Section Chief/Medical Group Supervisor for the treatment of patients.
- 3.30 **TREATMENT TAG:** A tag that will be affixed to each patient in the Treatment area. The patient's number, and outline of their injuries and each set of vital signs that are taken shall be documented on the tag. This form will accompany the patient to the designated receiving medical facility.
- 3.31 **TREATMENT UNIT LEADER:** Will organize and supervise the treatment area. Reports to the Medical Group Supervisor.
- 3.32 **TRIAGE AREA:** Designated area where the patients are sorted. This may be the area where the patients are initially found, or a designated point to where the patients are transported for appropriate sorting.

- 3.33 TRIAGE TAPE: Red, Yellow, Green, or Black colored surveyors tape is used to medically prioritize each patient. A piece of this tape will be affixed/tied to each patient prior to movement into the treatment area.
- 3.34 TRIAGE UNIT LEADER: Will organize and supervise the triage area. Reports to the Medical Group Supervisor.
- 3.35 TRIAGE: A categorization system used to medically prioritize/sort patients.
- 3.36 WHITE TRIAGE TAPE will be used in the event of a hazardous material or chemical incident. White tape will identify patients that **have** been decontaminated. **Decontaminating patients prior to transport shall be considered standard operation.** White tape will only be used when a hazardous material or chemical is involved in the incident.



## ***4.0 Organizations Affected***

- 4.1** Fire Departments are the first responders to emergency incidents. Unified command and on scene emergency operations will be the responsibility of local fire service jurisdiction.
- 4.2** Private ambulance services may be required to provide transportation of injured victims to receiving centers. In certain situations, personnel from private ambulance companies may be requested to assist with initial scene management as directed by the Incident Commander.
- 4.3** Law enforcement will be tasked with overall scene security and evacuation. They should have a representative at the command post.
- 4.4** Alta Vista will assume the responsibility of providing coordination among hospitals in the event of a disaster. They will also determine destination of patients being transported to hospitals. Christus St. Vincent Regional Medical Center and University of New Mexico Hospital are the backup facilities.
- 4.5** Receiving centers will provide the NMDOH with information for a countywide bed count and operational capability of their respective hospital. This information will be collected by the Alta Vista Hospital. All receiving centers will remain in a readied status until declaration to terminate the incident is made by Alta Vista Hospital.
- 4.6** San Miguel County Health Department is the lead agency for the coordination of public health services. NMDOH will assist by providing guidance to political jurisdictions, agencies and individuals.
- 4.7** San Miguel County Office of Emergency Management (OEM) may provide resource coordination for the incident as requested. This may include activation of the Emergency Operations Center (EOC).

- 4.8 NM Office of Medical Examiner's office is the lead agency for activities concerning the deceased including temporary morgue, identification, and disposition of the deceased.
- 4.9 The Federal Bureau of Investigation (FBI) may assume identification responsibilities in incidents involving interstate commercial carriers, hostage situations or citizens killed in the acts of terrorism. For terrorist events the FBI will have the responsibility for investigation and security.
- 4.10 New Mexico State Police will coordinate and interact with affected families, assisting relatives and friends, providing support and comfort.
- 4.11 American Red Cross may assist in the notification, relocation, temporary housing for affected persons, and scene support to emergency workers.

## ***5.0 Standard Operating Procedures***

- 5.1 Department Standard Operating Procedures should include within the respective tactical operations, a plan in the event of a Mass Casualty Incident or disaster situation, response guidelines to assist in the mitigation of such emergencies.
- 5.2 Simple Triage and Rapid Transport (START) will be the standard for prehospital sorting of injured patients.

## **6.0 Responsibilities**

The first arriving company must be alert to include incident size up, estimated number of patients and initiate action to set up a MCI scene, call for assistance, and notify the Incident Commander of all pertinent incident information (i.e. HazMat, hazards, etc.). On scene operations will be structured under the incident command system.

- 6.1 **INCIDENT COMMAND:** (radio call sign "COMMAND") The Incident Commander will assume overall scene operations pertaining to the emergency incident. Unified command, communications, resources, authority, and tactical plans will be established through "COMMAND".
- 6.2 **OPERATIONS SECTION CHIEF:** (radio call sign "OPERATIONS") Assigned by Command. Operations, if assigned by command, will be responsible for all operations at the scene of an incident. May assign Groups or Divisions as need. Reports to COMMAND.
- 6.3 **MEDICAL GROUP SUPERVISOR:** (radio call sign "MEDICAL") Assigned by Operations as needed. The Medical Group Supervisor will be in control of medical triage, treatment and transport. Medical will contact Alta Vista to declare the MCI, and request open protocols. Medical Group Supervisors will designate triage, treatment and transport areas, and request staffing from Command as needed. Medical will request and update Operations/Command regarding status and needs of medical group.
- 6.4 **TRIAGE UNIT LEADER:** (radio call sign "TRIAGE") TRIAGE will be assigned to the Medical Group Supervisor by Operations and will assist in establishing triage area(s) as designated. All patients shall enter the treatment area through triage. Patients will be evaluated using START triage system, numbered, and placed in the appropriate treatment or transport area. Reports to MEDICAL.

- 6.5 **TREATMENT UNIT LEADER:** (radio call “TREATMENT”)  
TREATMENT will be assigned to the Medical Group Supervisor by Operations, and will be responsible for the treatment of patients. TREATMENT will set up treatment areas, equipment and prepare to receive triaged patients. Treatment tags will be completed for all patients and affixed/tied to the patient prior to transport. TREATMENT will request additional resources through Medical Group Supervisor /Operations. Reports to MEDICAL.
- 6.6 **TRANSPORT UNIT LEADER:** (radio call sign “TRANSPORT”)  
TRANSPORT assigned by Operations, and will be responsible for the transfer of patients to receiving hospitals. TRANSPORT will identify access and egress routes, coordinate loading, transporting and registering of all patients. TRANSPORT will communicate with Alta Vista Hospital to determine patient destination, and coordinate transportation through the Treatment Team Leader. TRANSPORT will maintain records of patient number, name, destination and the transporting agency. Reports to MEDICAL.
- 6.7 **SAFETY OFFICER:** (radio call sign “SAFETY”) Assignment of the safety officer by COMMAND will be made as soon as staffing allows. SAFETY will assume the authority to identify, mitigate and intercede in any portion of the incident, which is judged to be potential threat to the well being of incident scene operations. SAFETY will inform COMMAND immediately of any such situation and only allow affected operations to continue when the safety concern has been resolved. Reports to COMMAND.
- 6.8 **STAGING AREA MANAGER:** (radio call sign “STAGING”)  
Assigned by COMMAND, the individual responsible for staging will assign companies to the operation as requested by Operations. STAGING will request additional resources through COMMAND as needed. Reports to OPERATIONS.

- 6.9 PLANS CHIEF: (radio call sign "Plans") Assigned by COMMAND, and will be responsible for planning the next operational period in a multi-operational event. The plans division will be responsible for creating an Incident Action Plan for the incident and upcoming operational event. The PLANS CHIEF may also assign a Situation Unit leader and a Resource Unit Leader to work in the planning Section. Reports to the INCIDENT COMMANDER.**



## **7.0 Procedures**

### **7.1 Activation of the MCI Plan**

**7.1.1 To activate the MCI plan, the officer in charge of the incident will contact NorthCom(New Mexico State Police Dispatch) and provide the following information:**

- 1. Title or the Unit Number**
- 2. Notification that a Mass Casualty Incident exists.  
(Note: NorthCom will then upgrade this to a MCI per departments request)**
- 3. An estimated number of patients.**
- 4. A level of response necessary to manage the incident.**
- 5. Complicating circumstances (i.e. HazMat, safety hazards, etc.)**

### **7.2 The Incident Commander shall be responsible for the following:**

**7.2.1 Firefighting tactics as needed.**

**7.2.2 Notify NorthCom/NMSP of the MCI (if this has not been done) and request an appropriate response to handle the incident.**

**7.2.1 Appoint an Operations Section Chief (as needed)**

**7.2.2 Appoint a Safety Officer (as needed)**

**7.2.3 Establishing a Safety Zone**

**7.2.4 Identify a Staging location and notify all incoming units via NorthCom/NMSP of the location. Assign a Staging Area Manager.**

**7.2.5 Secure access and egress routes into the area for EMS vehicles.**

**7.2.6 Coordinate operations through Unified Command with participating agencies.**

**(i.e.,NMSP,SMSO, LVPD,LVFD,FBI,Medical Examiner, Hazmat Teams and Health Department etc. )**

7.2.7 Coordinate with San Miguel County OEM.

7.3 The Operations Section Chief position shall be filled by the most appropriate-qualified individual.

7.4 Medical Group Supervisor is in charge of all EMS operations as assigned by the Incident Commander. This position should be filled by an MSO.

7.4.1 Medical Group Supervisor shall size-up medical needs, estimate numbers and severity, and inform command.

7.4.1 Medical Group Supervisor shall notify Alta Vista Hospital of an MCI with the estimated number of patients and severity and request "open patient care protocols".

7.4.2 Medical Group Supervisor shall identify the location for the triage, treatment and transport areas, and shall request staffing for those areas through Operations/Command.

7.4.3 Medical Group Supervisor shall supervise the Treatment, Triage and Transport areas.

7.5 The TRIAGE TEAM LEADER shall be an EMT or Fire company Officer. Triage will report to Medical Group Supervisor.

7.5.1 TRIAGE will survey the incident scene, establish triage areas, funnel points and begin triaging patients according to their injuries at the scene or designated funnel points.

7.5.2 TRIAGE will number each patient with a permanent marking pen for tracking purposes and affix/tie triage ribbon (if not completed).

7.5.3 In larger MPI events, additional staff may be needed for field triaging. In events where more than one triage or funnel points exists, the primary funnel point will start numbering patients with the number one (1). The other triage or funnel points will start with the number 100; if a triage or funnel point is needed they will start numbering at 200, and so forth.

**7.6 The TREATMENT TEAM LEADER shall be filled with a Paramedic or a Fire ground Company Officer.**

**7.6.1 TREATMENT will request personnel and coordinate patient care areas designated as Red, Yellow, and Green. In a major MPI, TREATMENT may need to assign additional personnel for each treatment section.**

**7.6.2 TREATMENT shall keep TRANSPORT advised to the number of patients, severity, and their availability to be transported.**

**7.6.3 TREATMENT shall request additional resources for the treatment through Medical Group/Operations.**

**7.6.4 TREATMENT shall assure each patient has a treatment tag that outlines injuries, records vital signs, and identifies patient's name (when possible).**

**7.6.5 If transport units are available, patients may be moved from the triage areas directly to waiting transport units for rapid transport to appropriate emergency departments and by-pass the treatment area.**

**7.7 The TRANSPORT TEAM LEADER shall be filled by a paramedic or fire ground Company Officer. TRANSPORT reports to Medical Group Sup/Operations. The TRANSPORT TEAM LEADER shall:**

**7.7.1 TRANSPORT shall coordinate loading, transporting, and registering of all patients.**

**7.7.2 TRANSPORT shall coordinate with TREATMENT for patients available for transport.**

**7.7.3 TRANSPORT will maintain radio communications with Alta Vista Hospital to determine patient receiving center destinations.**

**7.7.4 TRANSPORT will place an orange Trauma Triage tag on all transported patients for patient tracking**

**7.7.5 TRANSPORT shall maintain a record of each patient's identification, hospital destination, and transporting agency.**

**7.7.6 TRANSPORT shall request ambulances, equipment, and personnel as needed through the Base/Staging Manager.**

**7.8 Litter Bearers will move through the incident scene placing patients on backboards, stretchers, wheelchairs; and assist the walking wounded. They will assist in processing patients through the triage funnel point, and into appropriate designated treatment areas and transport areas. Litter bearers will be assigned to Medical Group Supervisor/Operations.**

## ***8.0 Communications***

On scene radio communications will be kept to an absolute minimum. When possible, direct verbal contact, or runners will be used.

- 8.1. COMMAND shall be the person routinely communicating with the dispatch center.
- 8.2. All EMS communications on Medical 5 repeater will be limited to MEDICAL GROUP/OPERATIONS and TRANSPORT.
- 8.3. Transport ambulances will communicate to receiving hospitals on the Medical 5 repeater. Information pertaining to those patients will be made by TRANSPORT and Alta Vista Hospital.
- 8.4. Agency Cellular phones shall be used to reduce radio traffic.

## ***9.0 Transportation***

9.1. Ambulances will be used for patient transportation. First arriving Medic Units typically will be held at the scene for medical supplies and resources, but may be utilized for transports when needed.

9.1.1 Ambulance personnel being used for transportation will remain with their respective units at the Staging location until requested.

9.2. Aid Units may be utilized as needed for transportation of patients to hospitals.

9.3. Air transportation should be utilized when needed. Agencies requested should be informed as to the designated landing zone. The landing zone should be located as to not interfere with ongoing incident scene operations.

9.3.1. Landing zones need to be established with the designated personnel to assure safety and staffing to facilitate expeditious patient transferring.

9.4. Busses may be used to transfer multiple patients to area receiving centers as appropriate. These patients should have minor injuries and be accompanied by a medically qualified individual capable of maintaining medical treatment and evaluation as needed. Stretcher capable buses may be available through the military. (San Miguel County OEM may assist obtaining buses)



## ***10.0 Deceased Persons***

- 10.1. Deceased persons will be tagged, covered with a sheet or blanket and when possible, not moved for investigative reasons.
- 10.2. Command will coordinate with the Medical Examiner representative in arranging for temporary morgue facilities, refrigerated trailers and/or transportation.

## ***11.0 Triage Tape, Treatment Tags, and Priority***

11.1 Triage tape and treatment tags will be carried on all Command Units, Aid and Medic Units.

11.2 Triage tape should be used in the following incidents:

11.2.1 Anytime there are three or more seriously injured people.

11.2.2 When there are five or more injured at a scene.

### **11.3 Selection Criteria**

11.3.1 **Immediate RED** – A patient who is breathing fast, greater than 30 times a minute.  
Capillary refill greater than 2 seconds or does **not** have a palpable radial pulse.  
Has an altered mental status, patient is not oriented to person, place, time, and/or unable to follow commands.

11.3.2 **Delayed YELLOW** - A patient who is breathing less than 30 times a minute.  
Capillary refill less than 2 seconds or does have a palpable radial pulse.  
Patient is able to follow simple commands but is injured and unable to walk.

11.3.3 **GREEN** Minor/Non-Injured – Any person who can initially walk away from accident to a designated triage or treatment areas. Patients that are triaged with minor injuries.

11.3.4 **BLACK STRIPED** Obvious Dead on Scene (DOS) – Patients who have obviously died or are expected to because of their injuries. A patient with no respirations.

11.3.5 **ALL WHITE** Additional tape used to signify the patient has been decontaminated in the event of a Hazardous Material event.

## **12.0**

### ***S-T-A-R-T***

#### **SIMPLE TRIAGE AND RAPID TRANSPORT**

The START (Simple Triage And Rapid Transport) plan was developed for the use in prehospital Multiple Patient Incidents. The plan allows EMS personnel to survey a patient, and quickly make an initial assessment for treatment needs and priority transport to a receiving facility. It is extremely simple to learn and use in the field. Prehospital providers are taught how to perform ABC's of patient assessment care. The START plan follows the ABCD's, (referring to them as 'RPM') thereby making it rapid to perform. The START plan requires no special skills or specific patient diagnosis. This allows all levels of prehospital providers to effectively use it. It allows the immediate stabilization of life threatening airway and bleeding problems, and most important it is very easy to learn, retain and recall.

The START PLAN uses three (3) criteria to categorize patients:

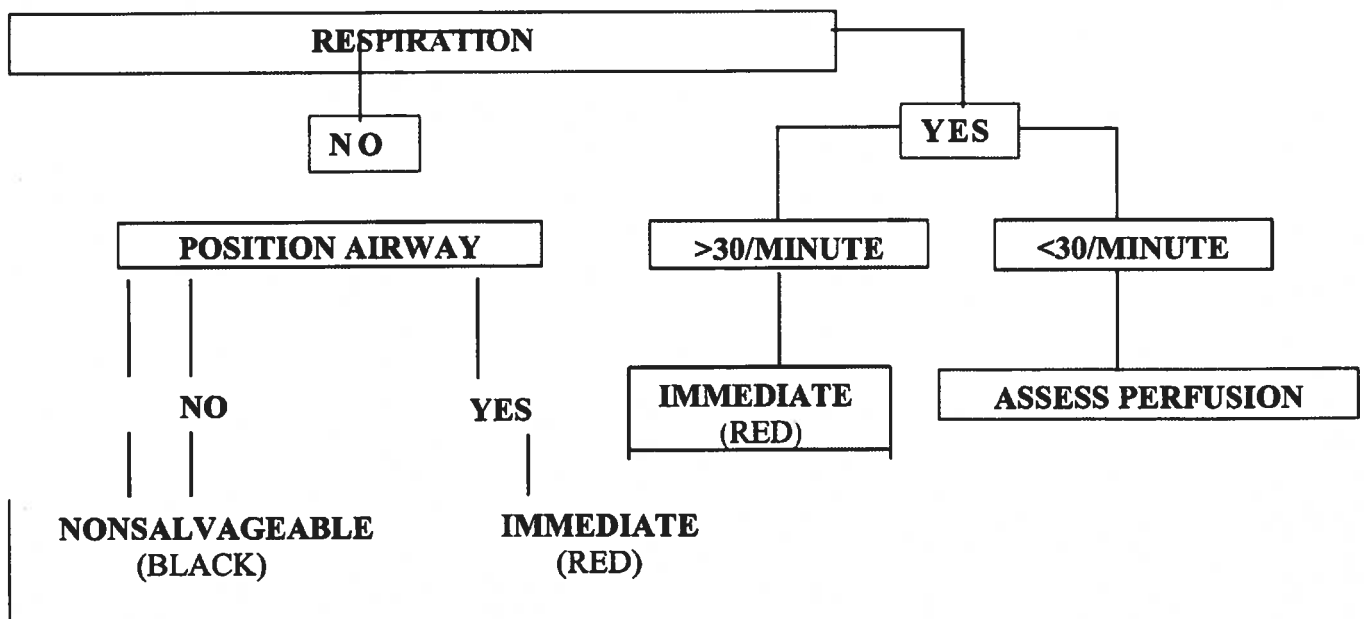
<b>VENTILATION (or RESPIRATIONS)</b>	<b>(R)</b>
<b>PERFUSION</b>	<b>(P)</b>
<b>MENTAL STATUS</b>	<b>(M)</b>

## STEP 1

The initial medical responder enters the incident area, identifies self and directs all patients who can walk to gather and remain in a safe place. This system identifies these patients who presently have sufficient respiratory, circulatory, mental and motor function to walk. Most of these patients will be given delayed/green tags; however, they are not tagged at this time, but triaged separately later. This is the first triage and the patient's status may change in the future.

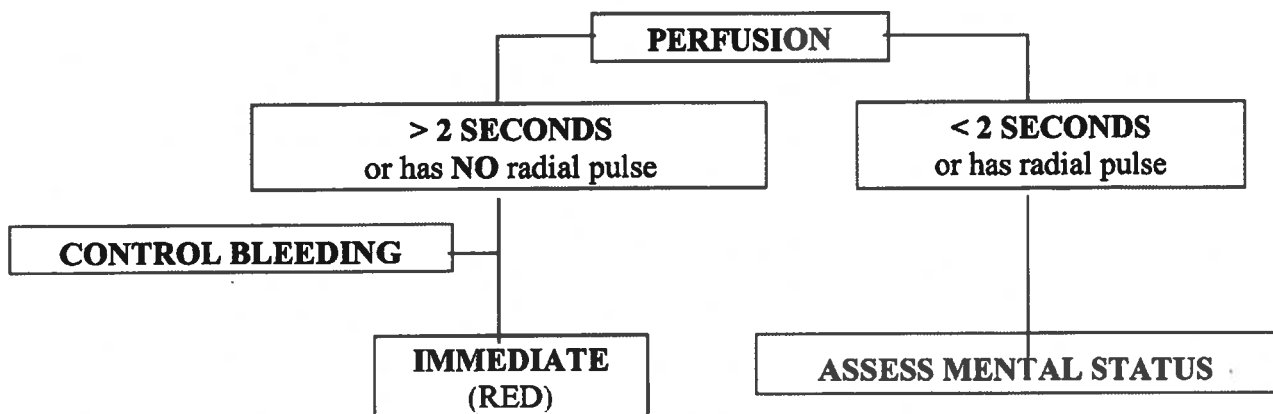
## STEP 2

Begin evaluation of the non-ambulatory patients where they are lying. Assess patient's RESPIRATIONS. Are they normal, rapid or absent? If absent, reposition airway to see if breathing begins. If respirations remain absent, tag BLACK. Do not perform CPR. If the patient requires help maintaining an open airway or has a respiratory rate  $>$  (greater than) 30 per minute, tag RED (attempt to use bystanders to hold position of the airway). If respirations are normal  $<$  (less than) 30 per minute, go to the next step.



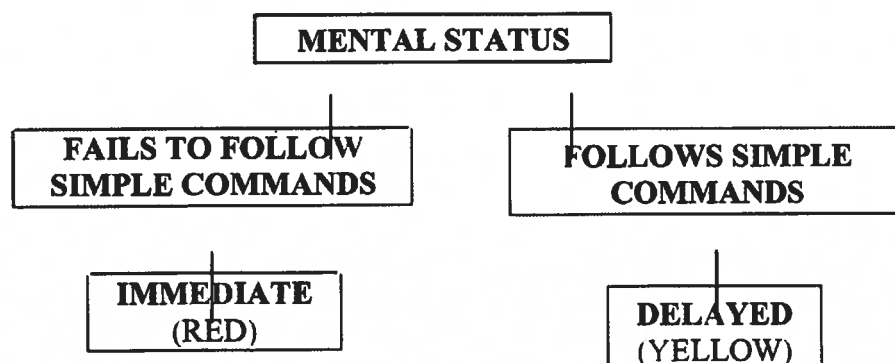
### STEP 3

Assess patient's **PERFUSION**. Perfusion can be assessed by performing the capillary refill test or by palpating a radial pulse. If the capillary refill is  $> 2$  seconds or if the radial pulse is absent, tag **RED**. If the capillary refill is  $< 2$  seconds or if the radial pulse is present, go to the next step. Any life threatening bleeding should be controlled now and if possible, elevate the patient's legs to begin shock treatment (attempt to utilize non-EMS person to hold pressure/bleeding control).



### STEP 4

Assess patient's **MENTAL STATUS**. If the patient has not already demonstrated that he can follow simple commands, ask them to perform a simple task. If the patient cannot follow simple commands, the patient is tagged **RED**. If the patient can follow simple commands, the patient is tagged **YELLOW** or **GREEN** depending on their condition (the victim's injuries will determine the priority of yellow vs. green, i.e. multiple fractures would require a higher level of treatment than superficial lacerations).



**“GREEN” patients will need to be triaged at this point to determine potential threatening injuries. They may need to be reassigned to a different classification.**

**The START plan is a simple, step-by-step triage and treatment method to be used by all levels of prehospital providers at multiple patient incidents. This method allows for rapid identification of those patients who are at the greatest risk for early death, and the provision of basic life-saving/stabilization techniques.**



## Agency Contact Numbers

<u>Hospitals</u>	<u>Phone</u>	<u>Fax</u>
<b>Alta Vista Hospital</b>	<b>505-426-3511</b>	

<u>Dispatch's</u>	<u>Phone</u>	<u>Fax</u>
<b>NorthCom/New Mexico State Police</b>	<b>505-425-6771</b>	

<b>Las Vegas PD Dispatch</b>	<b>505-425-7504</b>	
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<u>EOC's</u>	<u>Phone</u>	<u>Fax</u>
<b>San Miguel County EOC</b>	<b>505-426-3340</b>	

<b>NMDHSEM EOC</b>	<b>505-476-9635</b>	<b>505-471-5922</b>
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<b>NMDOH EOCR</b>	<b>505-231-5506 / 505231-4018</b>	<b>505-476-2694</b>
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<u>Supporting Agencies</u>	<u>Phone</u>	<u>Fax</u>
<b>American Red Cross</b>	<b>1-800-560-2302</b>	

<b>Superior Ambulance</b>	<b>505-836-7984</b>	
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**MEDICAL GROUP**

**CHECKLISTS**

## **INCIDENT COMMAND CHECKLIST**

### **RESPONSIBILITIES:**

Assume responsibility for the entire Multiple Patient Incident.

### **READ ENTIRE CHECKLIST**

### **DUTY CHECKLIST:**

- Identify previous Incident Commander and facilitate transfer of command.
- Identification vest.
- Identify the incident command post and establish unified command.
- Assess situation and determine needs.
- Identify Staging, and as appropriate, Staging Area Manager.
- Contact and work in close proximity to Medical.
- Request additional equipment and/or manpower as necessary.
- Update Fire Communications on incident progress.
- Identify a PIO and Safety Officer.
- Maintain scene security.
- Direct outside support agencies as needed:
  - Law Enforcement
  - Medical Examiner
  - Public Utilities
  - Red Cross
  - Emergency Management
  - Fire Marshall

## OPERATIONS/MEDICAL GROUP CHECKLIST

### RESPONSIBILITIES:

Direct and supervise the overall medical operations.

### READ ENTIRE CHECKLIST

### DUTY CHECKLIST:

- Report to and work in close proximity to the Incident Commander.
- Obtain needed equipment (vest, clipboard, checklists).
- Identification vest.
- Assess medical situation and needs; report to COMMAND.
- Assure that all appropriate Medical ICS positions are filled.
  - Triage
  - Treatment
  - Transport
  
- Determine that all the appropriate help has been called:
  - Ambulances
  - Medic Units
  - Local MPI Units
  - Bus
  - Helicopter
  
- Establish communication with DMCC, request to open protocol for MPI. Give DMCC size-up of situation with estimate of patients and categories of injured.
- Consult with Treatment Leader on location of treatment area.
- Consult with Transport Leader regarding location of transport area and establishment of communication with DMCC.
- Consult with Triage Leader to determine location of the funnel point.
- Identify an equipment pool area adjacent to the treatment area for incoming medical equipment.
- Identify a manpower pool for Litter Bearers. Notify Triage, Treatment and Transport.

## TRIAGE LEADER CHECKLIST

### RESPONSIBILITIES:

Direct and coordinate the evaluation, prioritization, and tagging of patients.  
TRIAGE will coordinate litter bearers to facilitate patient movements.

### READ ENTIRE CHECKLIST

### DUTY CHECKLIST:

- Obtain needed equipment (triage belt, clipboard, vest).
- Identification vest.
- Identify triage member(s) and implement triage process.
- Estimate number of patients (if possible categories) and report to Medical.
- Consult with Medical on location of funnel point.
- Determine where patients will be numbered, and facilitate numbering.
- Acquire medical supplies for transporting patients to treatment area.
- Identify and brief the Litter Bearers on job assignments.
- Coordinate with Treatment Leader to assure that patients are being delivered to the correct treatment area.
- Maintain safety and security of the triage area.
- Keep Medical informed of your status.
- Report to Medical for reassignment when triage is completed.

## TREATMENT LEADER CHECKLIST

### RESPONSIBILITIES:

Direct and coordinate treatment of patients in treatment area.

### READ ENTIRE CHECKLIST

### DUTY CHECKLIST:

- Identification vest.
- Obtain needed supplies (vest, treatment tracking form, flags, medical supplies).
- Obtain estimate of the number of patients.
- Consult with Medical to determine location of treatment area.
- Set up treatment area into 3 sections; red, green, and yellow.
- Set up identification flags, 3 colors.
- Using the treatment tracking form, record all patients entering the treatment area.
- Assure that all patients in the treatment area are properly numbered.
- Assign incoming personnel to specific treatment sections.
- Identify, as needed, leaders in each treatment section.
- Assure that appropriate medical care is being delivered.
- Request medical supplies or personnel needs through Medical.
- Record patients on Treatment Tracking Form.



## TRANSPORTATION LEADER CHECKLIST

### RESPONSIBILITIES:

Direct, coordinate and record the transportation of all patients to medical facilities. Transport will maintain radio communications with the DMCC for patient distribution to receiving hospitals.

### READ ENTIRE CHECKLIST

### DUTY CHECKLIST:

- Obtain needed equipment (transportation tracking form, vest).
- Identification vest.
- Obtain estimate of the number of patients.
- Identify a safe, efficient loading area adjacent to the treatment area. Secure access and egress routes and inform STAGING.
- Determine that an appropriate number of transport vehicles have been called to the incident.
- Additional equipment is requested through Medical. Transport units may be requested directly from staging.
- Consult with Treatment Leader to determine when and what patients are ready for transport.
- Identify and brief Litter Bearers as necessary.
- Initiate communication with DMCC for patient distribution. Communication should be maintained as needed for expeditious patient transfer.
- Apply Trauma Triage tag to patient for patient tracking. Ensure that trauma tag is applied.
- Using the transportation tracking form, document patient destinations and transporting agencies.
- Maintain security and safety in patient loading area.
- Keep Medical informed of your status and give patient tracking information to be passed to



Regular or Special

**CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 02/12/2019

DEPT: Finance

MEETING DATE: 02/20/19

DISCUSSION ITEM/TOPIC: Resolution 19-10

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 19-10

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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

\_\_\_\_\_  
SUBMITTER'S SIGNATURE

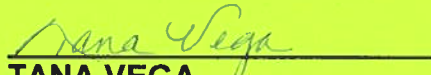
REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON  
MAYOR



ANN M. GALLEGOS  
INTERIM CITY MANAGER



TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD ONLY)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

**STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION NO. 19-10**

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-19, and

**WHEREAS**, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$13,885.00 in revenues and expenditures for overtime salaries collected from miscellaneous overtime reimbursements for security for movies and Wal-Mart's Black Friday event; increase of \$1,565.00 in revenues and various expenditures in Fund PD Awards received from two donors; increase of \$2,517.00 in revenues and expenditures in Seizures & Donations Fund received for forfeited funds received from the District Attorney's office; increase of \$8,000.00 in revenues and expenditures for a US Marshal grant for the purpose of overtime salaries;

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

**RESOLVED**: In session this 20th day of February, 2019

\_\_\_\_\_  
Tonita Gurule-Giron. Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:**

\_\_\_\_\_  
Esther Garduno Montoya, City Attorney

CITY OF LAS VEGAS  
 RESOLUTION #19-10  
 BUDGET ADJUST REQUEST  
 FISCAL YEAR 2019

Resolution	Fund	Revenues	Transfers	Expenditures
19-10				
General Fund	101-0000-450-5676	Revenue	13,885.00	Overtime Reimbursements
General Fund	101-4800-710-6602	Overtime		13,885.00 Overtime
PD Awards	283-0000-450-5506	Donations-Private		Donations
PD Awards	283-0000-710-7317	Publications & Advert	1,565.00	1,565.00 Publications (Calendars)
Seizures & Donations	293-0000-450-5568	Seizures/Donations	2,517.00	Revenues
Seizures & Donations	293-0000-710-7512	Confidential Fees		2,517.00 Confidential Fees
General Fund	101-0000-430-5366	Revenue	8,000.00	US Marshal Grant
General Fund	101-4800-710-6386	US Marshal		8,000.00 US Marshal Overtime
			25,967.00	25,967.00

## 2019

Department: Police (Street Crimes Unit)      Date: January 7, 2019

Deposit Info Fund: Revenue Interest Fund

Receipt No. 005990E3

[illegible]

Approved for Payment:

Walter Salazar

Signature

/Grants Administrator

Title



CITY OF LAS VEGAS, NM  
(505) 454-1401

DATE : 2/7/2019 2:25 PM  
OPER : PV  
TKBY : PHYLLIS VALDEZ  
TERM : 3  
REC# : 00599083

293-SEIZURES SEIZURES/DONATIONS 5466.71  
pd safe keeping 5466.71  
SEIZURES/DONATIONS 5466.71  
293-0000-450-5567 -5466.71

Paid By:pd safe keeping  
2-CHECK 5466.71 REF:1025

APP. IHD	5466.71
TENDERED	5466.71
CHANGE	0.00

VENDOR: 03698 REGION IV NARCOTICS TASK FORCE

10/12/2018

Chk #: 1025

DATE	INVOICE #	DESCRIPTION	AMOUNT
10/10/2018	10022018	FORFEITURE OF PROPERTY	5,466.71
CHECK TOTAL			5,466.71

**City of Las Vegas**

1700 North Grand Ave

Las Vegas, NM 87701

PH: (505) 454-1401

FAX: (505) 425-7335

SCB-PD SAFEKEEPING Las Vegas, NM 87701

CHECK # 1025

DATE

PAY THIS AMOUNT

10/12/2018

\$5,466.71

---Five Thousand Four Hundred Sixty Six Dollars and 71/100 Cents---

THE  
CITY

REGION IV NARCOTICS TASK FORCE  
C/O CDR. ERIC N. PADILLA  
318 MORENO STREET  
LAS VEGAS, NM 87701-

*Eric N. Padilla*  
MAYOR  
*Eric N. Padilla*  
FINANCE DIRECTOR

⑈ 1025 ⑈ ⑆ 1070003721 ⑆ ⑈ 7963068 ⑈



## City of Las Vegas

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



David T. Bibb III  
Chief of Police

# MEMORANDUM

TO: Tana Vega, Interim Finance Director

FROM:   
Marla Martinez, Financial Specialist

DATE: February 12, 2019

RE: **BUDGET ADJUSTMENT REQUEST**

The Police Department is requesting a budget adjustment request in the amount of \$8,000.00 for the U.S. Marshal funding. We have revenue set up in the general fund (101-0000-430-5366) and the expenditure (101-4800-710-6386). This Grant is a draw down process. If you have any questions, please feel free to contact my office.

I thank you in advance for your assistance. If you have any questions, please feel free to contact me at 425-7504 ext. 3115.



**U.S. Department of Justice**

**United States Marshals Service**

*District of New Mexico*

---

*Albuquerque, NM 87102-3155*

February 6, 2019

David Bibb III  
Chief of Police  
Las Vegas Police Department  
318 Moreno Street  
Las Vegas, New Mexico 87701

Chief Bibb,

For the past several years, the United States Marshals Service (USMS) has made overtime reimbursements available to your agency in support of fugitive apprehension through Joint Law Enforcement Operations (JLEO) funding. In an effort to ensure that JLEO funds are both properly accounted for and efficiently used we are requiring that your agency submit reimbursement invoices on a monthly basis ensuring overtime hours correspond with the monthly submission.

On April 1, 2019, we will begin our review of your agency's expenditures. This process will allow the USMS to ensure that JLEO funds are used as efficiently as possible. At that time, we will be able to determine if your agency is on the best course possible in relation to the expenditure of these funds.


If you are aware of any of the following please notify Joyce Richardson  
[joyce.richardson@usdoj.gov](mailto:joyce.richardson@usdoj.gov) as soon as possible in writing:

- 1) Agency will not be able to spend its allotted funding
- 2) Agency will be spending a significant portion of funding after August 1 but prior to September 30, 2019.

Please note that to date your agency is being awarded \$8,000 in JLEO funds for fiscal year 2019.

Thank you for your partnership with the United States Marshals Service. We wholeheartedly value your commitment to New Mexico and keeping our communities safe.

Sincerely,

  
Sonya K. Chavez  
United States Marshal  
District of New Mexico

Joint Law Enforcement Operations Task Force  
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-19-D51-O-000111

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Las Vegas Police Department

and

District of New Mexico (51)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 1, 2018

to

September 30, 2019

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2019	D51	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$8,000.00

Total Obligation Amount: \$8,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

JLEO

TFO Overtime

SECTION 6: CONTACT INFORMATION

DISTRICT/RETE CONTACT:

Name: SDUSM Larry Harper

Phone: (505) 988-7686

E-mail: larry.harper@usdoj.gov

STATE/LOCAL CONTACT:

Name: Maria Martinez

Phone: (505) 426-3148

E-mail: mmartinez@lasvegasm.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: JOYCE RICHARDSON

Digitally signed by JOYCE RICHARDSON  
Date: 2019.01.29 16:09:19 -0700

Date: 1/29/2019

Joyce J. Richardson, Administrative Support Specialist

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: JAMES BURRELL

Digitally signed by JAMES BURRELL  
Date: 2019.01.28 14:28:36 -0700

Date: 1/28/2019

James Burrell, Chief Deputy U.S. Marshal

*Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.*

Departmental Representative - Acknowledgment:

Signature: 

Date: 1-31-19

David T. Bibb III, Las Vegas Chief of Police

Agreement / Contract  
No. 2642-13  
City of Las Vegas  
Date

#### **PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the Las Vegas Police Department and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

#### **MISSION:**

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF. Federal fugitive cases referred to the task force for investigation by any participating



agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

#### **SUPERVISION:**

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

#### **PERSONNEL:**

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

#### **REIMBURSEMENT:**

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act.

Annual overtime for each state or local law enforcement officer is capped at the equivalent of

25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

#### **EQUIPMENT:**

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency. Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

#### **RECORDS AND REPORTS:**

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WTN). Statistics will be made available to any participating agency upon request.

### INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

### USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

### NEWS MEDIA:

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

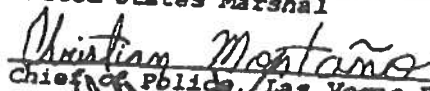
### RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

### EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).

  
United States Marshal

  
Christian Montano  
Chief of Police, Las Vegas Police Department

  
Assistant Director, IOD 8/4/11



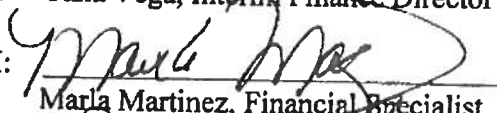
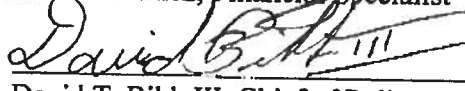
## City of Las Vegas

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



David T. Bibb III  
Chief of Police

### MEMORANDUM

TO: Tana Vega, Interim Finance Director  
FROM:   
Marla Martinez, Financial Specialist  
THRU:   
David T. Bibb III, Chief of Police

DATE: January 14, 2019

#### RE: BUDGET ADJUSTMENT REQUEST

We are requesting a budget adjustment in our overtime line item (101-4800-710-6602). We have received the following revenues that were paid out of our overtime line item (101-4800-710-6602):

- Movie Duty Security Overtime - \$10,905.60
- Wal-Mart Security Overtime - \$744.99

This brings a total of \$11,650.59 revenue collected in line item # 101-0000-450-5581. If you have any questions, please feel free to contact my office.

## Police

12/18/2018

## NM Talent

101-0000-450-5581

**\$995.82**

114 OF LAS VEGAS, NM  
(505) 454-1401

DATE : 12/18/2018 2:12 PM  
 TIME : 2V  
 NAME : PHYLLIS VALDEZ  
 ID : 3  
 PHONE : 00587077

Paid By:police nm talent  
2-11-00 995.82 REF:003604

APPLIED	995.82
TENDERED	995.82
-----	
CHANGE	0.00

Vendor/Employee #: 6090408

Name: CITY OF LAS VEGAS

12/13/18

003604

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
000004	12/11/18	995.82	995.82	0.00	995.82	11/28 TRAFFIC CONTROL

CHECK TOTAL

995.82

Amount Subject to 1099

0.00

THIS CHECK HAS A MULTICOLORED BAND AT THE TOP, NOT A WHITE BACKGROUND. WATERMARKS IN PAPER AND FLUORESCENT FIBERS IN PAPER

"ROSWELL, NEW MEXICO 18/19 SERIES"

NM TALENT, INC.  
4000 WARNER BOULEVARD  
BLDG. 137, ROOM 2012  
BURBANK, CA 91522

Bank Of America, N.A.

64-1278/611

Atlanta, Dekalb County, GA

003604

Check No.	Check Date	Vendor/Emp
003604	12/13/18	6090408

Check Amount

\*\*\*\*995 Dollars and 82 Cents\*\*\*\*

\*\*\*\*\*995.82

PAY  
TO THE  
ORDER OFCITY OF LAS VEGAS  
1700 N GRAND AVE  
LAS VEGAS, NM 87701VOID AFTER 60 DAYS  
TWO SIGNATURES REQUIRED

⑈003604⑈ ⑆061112788⑆ 335 998 7503⑈





## Police

DATE \_\_\_\_\_

10/29/2018

RECEIVED FROM: NM Talent

101-0000-450-5581

RECEIPT #

[illegible]

Approved For Payment By:

Marla M. M...  
Signature

10/29/2018 2:55 PM  
JHYLLIS VALDEZ  
3  
RE 30575390

**Financial Specialist**  
**title**

DEPT MISC OVERTIME 1533.03  
 NT 1533.03  
 DEPT OVERTIME 1533.03  
 10-450-5581 -1533.03

DATE: NM TALENT  
1533.03 REF:002631

APPLIED	1533.03
TENDERED	1533.03
-----	
CHANGE	0.00

Vendor/Employee #: 6090408

Name: CITY OF LAS VEGAS

10/24/18

002691

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
INV003	10/15/18	1,533.03	1,533.03	0.00	1,533.03	10/4 TRAFFIC CONTROL

CHECK TOTAL 1,533.03  
Amount Subject to 1099 0.00

THIS CHECK HAS A MULTICOLORED BAND AT THE TOP, NOT A WHITE BACKGROUND, WATERMARKS IN PAPER AND FLUORESCENT FIBERS IN PAPER.

"ROSWELL, NEW MEXICO 18/19 SERIES"

NM TALENT, INC.  
4000 WARNER BOULEVARD  
BLDG. 137, ROOM 2012  
BURBANK, CA 91522

Bank Of America, N.A.

64-1278/611

002691

Atlanta, Dekalb County, GA

Check No.	Check Date	Vendor/Emp
002691	10/24/18	6090408
Check Amount		

\*\*\*\*1533 Dollars and 03 Cents\*\*\*\*

\*\*\*\*\*1,533.03

PAY  
TO THE  
ORDER OF

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

VOID AFTER 60 DAYS  
TWO SIGNATURES REQUIRED

*[Handwritten Signature]*  
*[Handwritten Signature]*

⑈002691⑈ ⑆061112788⑆ 335 998 7503⑈





Vendor/Employee #: 6090408

Name: CITY OF LAS VEGAS

10/17/18

002492

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
INV002	09/24/18	1,621.61	1,621.61	0.00	1,621.61	9/14 TRAFFIC CONTROL

CHECK TOTAL 1,621.61

Amount Subject to 1099 0.00

THIS CHECK HAS A MULTICOLORED BAND AT THE TOP NOT A WHITE BACKGROUND. WATERMARKS IN PAPER AND FLUORESCENT FIBERS IN PAPER

"ROSWELL, NEW MEXICO 18/19 SERIES"

NM TALENT, INC.  
4000 WARNER BOULEVARD  
BLDG. 137, ROOM 2012  
BURBANK, CA 91522

Bank Of America, N.A.

64-1278/811

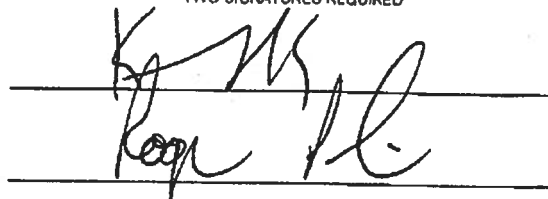
002492

Atlanta, Dekalb County, GA

Check No.	Check Date	Vendor/Emp
002492	10/17/18	6090408
Check Amount		

\*\*\*\*1621 Dollars and 61 Cents\*\*\*\*

\*\*\*\*\*1,621.61

PAY  
TO THE  
ORDER OFCITY OF LAS VEGAS  
1700 N GRAND AVE  
LAS VEGAS, NM 87701VOID AFTER 60 DAYS  
TWO SIGNATURES REQUIRED

⑈002492⑈ ⑆061112788⑆ 335 998 7503⑈





DEPARTMENT Police Department

DATE 8/28/2018

RECEIVED FROM: NM Talent

Deposit Into (Fund) 101-0000-450-5581

RECEIPT # \_\_\_\_\_

Account Code	CHECK #	Description	Amount
OT	1416	Reimbursement for movie security	\$1,771.67
			\$1,771.67

Approved For Payment By:

*Marla Mante*  
Signature  
Las Vegas Police Dept. Financial Specialist  
Title

... OF LAS VEGAS, NM  
5) 454-1401

E : 8/28/2018 2:01 PM  
R : BV  
Y : BERNADETTE VALDEZ  
M : 3  
# : 00560757

POLICE DEPT MISC OVERTIME 1771.67  
TALENT 1771.67  
ICE DEPT OVERTIME 1771.67  
-0000-450-5581 -1771.67

By: NM TALENT  
CHECK 1771.67 REF:001416

APPLIED 1771.67  
TENDERED 1771.67  
CHANGE 0.00

Vendor/Employee #: 6090408

Name: CITY OF LAS VEGAS

08/22/18

001416

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
000001	08/20/18	1,771.67	1,771.67	0.00	1,771.67	8/16-8/17 POLICE DETAIL

CHECK TOTAL 1,771.67  
Amount Subject to 1099 0.00

THIS CHECK HAS A MULTICOLORED BAND AT THE TOP, NOT A WHITE BACKGROUND, WATERMARKS IN PAPER AND FLUORESCENT FIBERS IN PAPER.

**"ROSWELL, NEW MEXICO 18/19 SERIES"**

NM TALENT, INC.  
4000 WARNER BOULEVARD  
BLDG. 137, ROOM 2012  
BURBANK, CA 91522

Bank Of America, N.A.  
Atlanta, Dekalb County, GA

64-1278/611

001416

Check No	Check Date	Vendor/Emp
001416	08/22/18	6090408
Check Amount		

\*\*\*\*1771 Dollars and 67 Cents\*\*\*\*

\*\*\*\*\*1,771.67

PAY  
TO THE  
ORDER OF

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

VOID AFTER 60 DAYS  
TWO SIGNATURES REQUIRED

*KRS*  
*Roy*

⑈001416⑈ ⑆061112788⑆ 335 998 7503⑈



DATE 1/9/2019

**101-0000-450-5581**

[illegible]

Naresh Maut  
Signature  
Financial Specialist  
Title

DATE : 1/9/2019 3:46 PM  
OPER : BV  
F8Y : BERNADETTE VALDEZ  
TERM : 2  
R#C# : 00591557

Paid By:OLG PRODUCTIONS  
2-CHECK 1561.80 REF:002078

APPLIED	1561.80
TENDERED	1561.80
-----	
CHANGE	0.00

VENDOR	CHECK DATE	CHECK NUMBER
LAS VEGAS/CITY OF	10/22/10	

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	GROSS	DISCOUNT	NET
12/10/18	↓	1120-1121 POLICE	1,561.80		1,561.80
				CHECK TOTAL	1,561.80

THIS CHECK HAS A MULTICOLORED BAND AT THE TOP, NOT A WHITE BACKGROUND, WATERMARKS IN PAPER, FLUORESCENT FIBERS, AND MICRO-PRINT SIGNATURE LINE

002078

DATE \_\_\_\_\_

\$

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

W. W. W. W. W. MP

W. W. W. W. W. MP

459128571300



# City of Las Vegas

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



David T. Bibb III  
Chief of Police

November 2018

CITY OF LAS VEGAS POLICE DEPARTMENT OVERTIME FOR  
OLG Productions, LLC (Our Lady Ltd)  
AGREEMENT # 3492-18

## INVOICE # 1

DATE	OFFICERS	HRS	HRLY RATE	OT RATE	TOTAL	FICA 7.65%	INDIRECT COST 20%	TOTAL DUE
11/20/18	David Barela	6	\$ 17.51	\$ 26.265	\$ 157.59	\$ 12.06	\$ 31.52	\$ 201.17
11/20/18	Dillon Encinias	6	\$ 18.02	\$ 27.030	\$ 162.18	\$ 12.41	\$ 32.44	\$ 207.03
11/20/18	Joseph Mascarenas	6	\$ 17.51	\$ 26.265	\$ 157.59	\$ 12.06	\$ 31.52	\$ 201.17
11/21/18	Gerardo Lozano	14	\$ 17.51	\$ 26.265	\$ 367.71	\$ 28.13	\$ 73.54	\$ 469.38
11/21/18	Darin Romero	14	\$ 18.02	\$ 27.030	\$ 378.42	\$ 28.95	\$ 75.68	\$ 483.05
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>46</b>		<b>\$ 132.86</b>	<b>\$ 1,223.49</b>	<b>\$ 93.61</b>	<b>\$ 244.70</b>	<b>\$ 1,561.80</b>

REMITT PAYMENT TO:

Las Vegas Police Department  
Attn: Marla Martinez  
318 Moreno Street  
Las Vegas, NM 87701







SNAKED, LLC.  
Rattlesnake  
1704 LLANO ST.  
SUITE B, #195  
Santa Fe, NM 87505

420	CITY OF LAS VEGAS POLICE DEPT
-----	-------------------------------

12/18/2018

3293

Invoice Date	Invoice Number	Invoice Description	Amount
12/13/2018	01	1127-1129LOC SECURITY:OFFICERS X9	3,421.67

\*\*\* Check Totals: 3,421.67  
\*\*\* Amount subject to 1099 Tax:

U.S. PATENT # 6,373,121 TO VERIFY RUB THE OUTLINED BOX TO THE RIGHT AND THE INK WILL DISAPPEAR AND REAPPEAR

SNAKED, LLC  
Rattlesnake  
1704 LLANO ST.  
SUITE B, #195  
Santa Fe, NM 87505

Los Alamos National Bank  
2009 GALISTEO ST.  
SANTA FE, NM 87505

3293

Date: 12/18/2018

PAY EXACTLY: \*\*\*\*\* THREE THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS  
AND 67/100

3,421.67

PAY TO THE ORDER OF CITY OF LAS VEGAS POLICE DEPT  
318 MORENO STREET  
C/O MARLA MARTINEZ  
LAS VEGAS, NM 87701  
LLCA

*M. Lopez*

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK THAT READS "ORIGINAL DOCUMENT"

⑈0000003293⑈ ⑆107001012⑆ 7051807651⑈

**City of Las Vegas**

318 Moreno Street • Las Vegas New Mexico 87701 • PH# (505) 425-7604 • Fax # (505) 425-6346

**David T. Bibb III**  
Chief of Police**November 2018****CITY OF LAS VEGAS POLICE DEPARTMENT OVERTIME FOR**  
Snaked LLC (Rattlesnake)  
AGREEMENT # 3496-18**INVOICE # 1**

DATE	OFFICERS	HRS	HRLY RATE	OT RATE	TOTAL	FICA 7.65%	INDIRECT COST 20%	TOTAL DUE
11/27/18	Dillon Encinias	12	\$ 18.02	\$ 27.030	\$ 324.36	\$ 24.81	\$ 64.87	\$ 414.04
11/27/18	Gerardo Lozano	6	\$ 17.51	\$ 26.265	\$ 157.59	\$ 12.06	\$ 31.52	\$ 201.17
11/27/18	Conrad Mares	12	\$ 21.30	\$ 31.950	\$ 383.40	\$ 29.33	\$ 76.68	\$ 489.41
11/27/18	Joseph Mascarenas	12	\$ 17.51	\$ 26.265	\$ 315.18	\$ 24.11	\$ 63.04	\$ 402.33
11/27/18	Xavier Smith	6	\$ 16.51	\$ 24.765	\$ 148.59	\$ 11.37	\$ 29.72	\$ 189.68
11/28/18	Daniel Casados	12	\$ 17.51	\$ 26.265	\$ 315.18	\$ 24.11	\$ 63.04	\$ 402.33
11/28/18	Gerardo Lozano	8	\$ 17.51	\$ 26.265	\$ 210.12	\$ 16.07	\$ 42.02	\$ 268.21
11/28/18	Ryan Tafoya	8	\$ 16.51	\$ 24.765	\$ 198.12	\$ 15.16	\$ 39.62	\$ 252.90
11/29/18	Daniel Casados	12	\$ 17.51	\$ 26.265	\$ 315.18	\$ 24.11	\$ 63.04	\$ 402.33
11/29/18	Estevan Varela	13	\$ 16.04	\$ 24.060	\$ 312.78	\$ 23.93	\$ 62.56	\$ 399.27
	<b>TOTAL</b>	<b>101</b>		<b>\$ 263.90</b>	<b>\$2,680.50</b>	<b>\$ 205.06</b>	<b>\$ 536.11</b>	<b>\$ 3,421.67</b>

REMITT PAYMENT TO:

Las Vegas Police Department  
Attn: Marla Martinez  
318 Moreno Street  
Las Vegas, NM 87701

**DEPARTMENT** Police Department

**DATE** 1/9/2019

**RECEIVED FROM:** Wal-Mart

**Deposit Into (Fund)**            **101-0000-450-5581**

**RECEIPT #**[illegible]

**Approved For Payment By:**

Marla Franz  
Signature  
Las Vegas Police Dept. Financial Specialist  
Title

CITY OF LAS VEGAS, NM  
(505) 454-1401

DATE : 1/9/2019 3:47 PM  
OPER : BV  
IKBY : BERNADETTE VALDEZ  
TERM : 2  
REC# : 00591558

01 POLICE DEPT MISC OVERTIME	744.99
041 MART 744.99	
POLICE DEPT OVERTIME 744.99	
101-0000-450-5581 -744.99	

PAID BY:WAL MART  
CHECK 744.99 REF:R208391647134

APPLIED	744.99
TENDERED	744.99
<hr/>	
CHANGE	0.00

[www.moneygram.com/moneyorder](http://www.moneygram.com/moneyorder)

for additional details regarding your Money Order

PLEASE READ REVERSE SIDE

20839164713	12/27/2018
UBB NN	\$744.99

60528138011380 00

KEEP A COPY OF THIS STUDY  
FOR YOUR RECORDS/  
MANTENGA UNA COPIA DE  
ESTE RECIBO PARA SUS ARCHIVOS

EMPLOYEE

698 (8/18) 500/5000  
M 80434-Z

▼DETACH HERE ▼

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark held up to light to view.



INTERNATIONAL MONEY ORDER

88-188  
1031

To Validate: Touch the stop sign,  
then watch it fade and reappear



12/27/2018

20839164713  
MONEY ORDER - WM

\$ 7 4 4 . 9 9

SEVEN HUNDRED \*\*  
FORTY-FOUR \*\*\*\*\*  
DOLLARS 99 CENTS

60528138011380  
0087200361088713

PAY EXACTLY

PAY TO THE  
ORDER OF/  
PAGAR A LA  
ORDEN DE

Las Vegas Police Department

PURCHASER/ENDORSE FOR DRAWER/COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, ENDORSING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS/  
DIRECCION:

Payable Through  
BOKF, NA  
Enid, OK

ISSUER/DRAWER:  
MONEYGRAM PAYMENT SYSTEMS, INC.



R208391647134

DETACH HERE

698 (6/18) 500/5000  
M 80-34-Z

20839164713  
088  
60528138011380  
00

RECEIPT

12/27/2018  
\$744.99

RECIBO

KEEP A COPY OF THIS STUB  
FOR YOUR RECORDS/  
MANTENGA UNA COPIA DE  
ESTE RECIBO PARA SUS ARCHIVOS

2

www.moneygram.com/moneyorder  
for additional details regarding your Money Order

PLEASE PRINT OR TYPE

DATE/AMOUNT

1031018641:2083 91647134 90





## City of Las Vegas

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



David T. Bibb III  
Chief of Police

### MEMORANDUM

TO: Tana Vega, Interim Finance Director

FROM:

  
Marla Martinez, Financial Specialist

THRU:

  
David T. Bibb III, Chief of Police

DATE: January 28, 2019

#### RE: BUDGET ADJUSTMENT REQUEST

We are requesting a budget adjustment in our overtime line item (101-4800-710-6602). We have received the following revenues that were paid out of our overtime line item (101-4800-710-6602):

- Movie Duty Security Overtime - \$2,233.65

If you have any questions, please feel free to contact my office.

101-0000-450-5673

101-0000-450-6602

xc: Files





OLG PRODUCTIONS LLC  
ATTN: PRODUCTION FINANCE  
245 N. BEVERLY DRIVE  
BEVERLY HILLS, CA 90210

VENDOR	CHECK DATE	CHECK NUMBER
LAS VEGAS\CITY OF	01/10/19	002190

002190

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	GROSS	DISCOUNT	NET
12/31/18	2	1214-1221 (4) OFFICERS	2,233.65		2,233.65
			CHECK TOTAL		2,233.65

DETACH STATEMENT BEFORE DEPOSITING

THIS CHECK HAS A MULTICOLORED BAND AT THE TOP. NOT A WHITE BACKGROUND. WATERMARKS IN PAPER, FLUORESCENT FIBERS, AND MICRO-PRINT SIGNATURE LINE.

OLG PRODUCTIONS LLC  
ATTN: PRODUCTION FINANCE  
245 N. BEVERLY DRIVE  
BEVERLY HILLS, CA 90210

WELLS FARGO BANK, N.A.  
420 MONTGOMERY STREET  
SAN FRANCISCO, CA 94104

11-24/1210

002190

VENDOR NO.  
000553



CHECK NO.  
002190

01/10/19  
DATE

\* Two Thousand Two Hundred Thirty-Three Dollars and.  
...65 Cents \*

\$ 2,233.65

PAY TO THE ORDER OF  
CITY OF LAS VEGAS  
1700 N GRAND AVE  
LAS VEGAS, NM 87701

  
MP  
  
MP

002190 1210002481

4591285713



## City of Las Vegas

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



David T. Bibb III  
Chief of Police

January 8, 2019

OLG Productions  
Care of Patrick Puhl  
441 Greg Avenue  
Santa Fe, NM 87501

**REF: INVOICE # 2**

Dear Mr. Puhl,

The purpose of this letter is to outline costs associated with providing law enforcement security for the special assignment in the Las Vegas area on December 14 and 21, 2018.

Law enforcement security reimbursement amounts are computed by the following:

- I. Personnel: 150% - overtime rate of salary
- II. Benefits and Indirect Cost: 27.65% of salary ( 7.65% FICA ) ( Indirect Costs: 20 % - equipment and fuel)

The reimbursement will be invoiced and payment shall be remitted within 30 days. Four (4) officers provided a total of sixty nine (69) hours of security during December 14 and 21, 2018. The total cost of security is \$2,233.65.

Attached are copies of the contract and all officers' timesheets, with their overtime forms. Should your accounting personnel require additional information, please have them contact the departments Financial Specialist Marla Martinez @ 505-425-7504 ext. 3115. Please allow this letter to serve as an invoice, along with the attachments.

Payment should be made as follows:

Las Vegas Police Department  
318 Moreno Street  
Attn: Marla Martinez, Financial Specialist

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

David T. Bibb III  
Chief of Police  
City of Las Vegas Police Department





# City of Las Vegas

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



David T. Bibb III  
Chief of Police

December 2018

CITY OF LAS VEGAS POLICE DEPARTMENT OVERTIME FOR  
OLG Productions, LLC (Our Lady Ltd)  
AGREEMENT # 3492-18

## INVOICE # 2

DATE	OFFICERS	HRS	HRLY RATE	OT RATE	TOTAL	FICA 7.65%	INDIRECT COST 20%	TOTAL DUE
12/14/18	Daniel Casados	10	\$ 17.51	\$ 26.265	\$ 262.65	\$ 20.09	\$ 52.53	\$ 335.27
12/14/18	David Iautalo	11	\$ 17.51	\$ 26.265	\$ 288.92	\$ 22.10	\$ 57.78	\$ 368.80
12/14/18	Ryan Tafoya	12	\$ 16.51	\$ 24.765	\$ 297.18	\$ 22.73	\$ 59.44	\$ 379.35
12/14/18	Estevan Varela	12	\$ 16.04	\$ 24.060	\$ 288.72	\$ 22.09	\$ 57.74	\$ 368.55
12/21/18	Daniel Casados	12	\$ 17.51	\$ 26.265	\$ 315.18	\$ 24.11	\$ 63.04	\$ 402.33
12/21/18	Ryan Tafoya	12	\$ 16.51	\$ 24.765	\$ 297.18	\$ 22.73	\$ 59.44	\$ 379.35
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL</b>	69		\$ 152.39	\$ 1,749.83	\$ 133.85	\$ 349.97	\$ 2,233.65

REMITT PAYMENT TO:

Las Vegas Police Department  
Attn: Marla Martinez  
318 Moreno Street  
Las Vegas, NM 87701





## City of Las Vegas

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



David T. Bibb III  
Chief of Police

### MEMORANDUM

TO: Tana Vega, Interim Finance Director  
FROM: Marla Martinez  
Marla Martinez, Financial Specialist  
THRU: David T. Bibb III  
David T. Bibb III, Chief of Police

DATE: January 23, 2019

**RE: BUDGET ADJUSTMENT REQUEST**

We are requesting a budget adjustment in our 283-0000-710-7317. We have received the following revenues:

- Hero Press - \$760.00

These monies came from Her Press for the purpose of making the Las Vegas Police Department Calendars. These monies can be used for various needs of the Police Department. If you have any questions, please feel free to contact my office.

xc: File

Police Department

**DATE** 1/23/2019

RECEIVED FROM: HERO PRESS

**Deposit Into (Fund)** **283-0000-450-5506**

RECEIPT #

[illegible]

Approved For Payment By:

Signature

**Signature**

Las Vegas Police Dept. Financial Specialist

**Title**

CITY OF LAS VEGAS, NM  
(505) 454-1401

DATE : 1/23/2019 8:48 AM

OPER : 2V

TKBY : PHYLLIS VALDEZ

TERM : 3

REC# : 00594232

DON-283 DONATIONS FUND 233 760.00

hero express 760.00

DONATIONS FUND 283 760.00

283-0000-450-5506 -760.00

Paid By:hero express

2-CHECK 760.00 REF:99

APPLIED	760.00
---------	--------

TENDERED	760.00
----------	--------

CHANGE	0.00
--------	------

ARACELI INFANZON DBA HERO PRESS 01-19  
2458 LOUELLA AVE  
VENICE, CA 90291-5007

99

DATE

01/22/2019

PAY TO THE  
ORDER OF

Las Vegas Police Dept.

\$ 760<sup>00</sup>

Seven Hundred Sixty and no/100

DOLLARS



Security Features  
Included.  
Details on Back.

**CHASE**

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Posting fee 2018

*Araceli Infanzon*

MP

⑆322271627⑆

369010266⑆ 0099



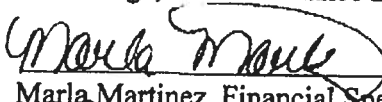
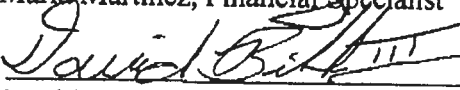
# City of Las Vegas

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



David T. Bibb III  
Chief of Police

## MEMORANDUM

TO: Tana Vega, Interim Finance Director  
FROM:   
Marla Martinez, Financial Specialist  
THRU:   
David T. Bibb III, Chief of Police

DATE: January 14, 2019

### RE: BUDGET ADJUSTMENT REQUEST

We are requesting a budget adjustment in our 283-0000-710-7317. We have received the following revenues :

- Hero Press - \$805.00

These monies came from Her Press for the purpose of making the Las Vegas Police Department Calendars. These monies can be used for various needs of the Police Department. If you have any questions, please feel free to contact my office.

xc: File





## City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6348



### MEMORANDUM

TO: Tana Vega, Interim Finance Director

FROM: Marla Martinez  
Marla Martinez, Financial Specialist

THRU: Kenneth C. Jenkins  
Kenneth C. Jenkins, Deputy Chief

DATE: November 14, 2018

RE: **Hero Press monies received**

Attached is a check in the amount of \$805.00 that we received. These monies can be used for various needs of the Police Department. These monies came from Hero Press for the purpose of making the Las Vegas Police Department Calendars. The remainder of funds left got to the Police Department. Please deposit into line item 283-0000-450-5506.

If you have any questions, please feel free to contact me at 426-3148.

282111107 NEW 01/08 8810004308

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CASHIER'S CHECK**

**CHASE**

**Remitter:** FERNANDO INFANZON DBA/HERO PRESS

**Pay To The Order Of:** LAS VEGAS POLICE DEPARTMENT

**Pay:** EIGHT HUNDRED FIVE DOLLARS AND 00 CENTS

**\$\*\* 805.00 \*\***

**Date** 11/07/2018

Void after 7 years

1221

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9504823393

Do not write outside this box

Memo: 2017-2018  
Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.

*Sol Gindi*

Sol Gindi, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ



⑈9504823393⑈ ⑆122100024⑆ 80600234⑈

November 7, 2018

City of Las Vegas  
Police Department  
318 Moreno Street  
Las Vegas, NM 87701  
ATTN: MARLA MARTINEZ

Mrs. Martinez

Enclosed please find a check for the amount of \$805,  
for the department calendar posting fee for the  
2017 calendar.

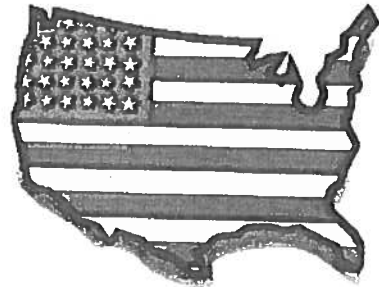
It was a pleasure working with such a professional  
department. I look forward to working with you next year.

Sincerely,



Fernando Infanzon  
Hero Press President  
Cell 404.936.4423

# HERO PRESS



Post Office Box 11802

Marina Del Rey, California  
90295

Phone  
404-936-4423

Website  
[Heropress.us](http://Heropress.us)

**Regular or Special**  
**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** February 7, 2019 **DEPT:** Community Development **MEETING DATE:** February 20, 2019

**ITEM/TOPIC:** Resolution adopting submission of a completed application for financial assistance and project approval to the New Mexico finance Authority (NMFA) to be approved by the governing body.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval

The City of Las Vegas, the Governmental Unit (the "Governing Body") desires to submit an Application for financial assistance from the Local Government Planning Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund under the New Mexico Finance Authority Act 6-21-6.4 through 6-21-31 NMSA, 1978 currently in effect to benefit the Governmental Unit and its citizens to seek funding for a Comprehensive Master plan.


**BACKGROUND/RATIONALE:** The City of Las Vegas on behalf of the Governing Body intends to submit the application to the New Mexico Finance Authority to develop a planning document to develop a long-range plan for the benefit of the Governmental Unit and its citizens for a Comprehensive Master Plan.

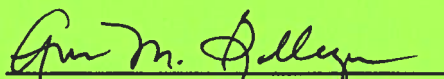
1. **STAFF RECOMMENDATION:** Approve the grant application to be submitted to NMFA to seek financial assistance from the Local Government Planning Fund in the amount of \$50,000.00 dollars.

**COMMITTEE RECOMMENDATION:** N/A

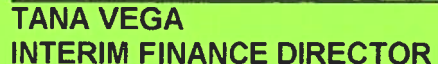
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

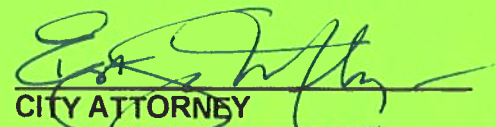
**REVIEWED AND APPROVED BY:**

  
TONITA GURULE-GIRON  
MAYOR

  
ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

  
SUBMITTER'S SIGNATURE

  
TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

  
CITY ATTORNEY  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)

City of Las Vegas, NM

Resolution No. 19-11

A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY (NMFA)

ADOPTING THE FY 2019 “SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY TO UPDATE THE CITY OF LAS VEGAS’ COMPREHENSIVE MASTER PLAN”

WHEREAS, the City of Las Vegas, is a duly organized Municipality and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-6.4 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the NMFA is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the “Fund”) creation; administration; purposes, to develop such projects like long-term master plans; and

WHEREAS, pursuant to the Act, the NMFA has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the City of Las Vegas, desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect to benefit the City of Las Vegas and its citizens; and

WHEREAS, the City of Las Vegas intends to submit the Application to the NMFA to develop a planning document to develop a long-range plan for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the City of Las Vegas intends to plan, develop, and implement a Comprehensive Master Plan for the benefit of the City of Las Vegas and its citizens; and

WHEREAS, the application prescribed by the NMFA to finance the Comprehensive Master Plan in whole or in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body; and

WHEREAS, Resolution No. 19-11 approving submission of the completed Application to the NMFA for its consideration and review, is a required part of the Application process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS GOVERNING BODY:

1. The City of Las Vegas has endorsed and approved the application for financial assistance request to the New Mexico Finance Authority, Local Government Planning Fund to support the development of a Comprehensive Master Plan.
2. The completed application is hereby approved and confirmed by the Governing Body of the City of Las Vegas and the grant application will be submitted to NMFA to seek financial assistance from the Local Government Planning Fund.
3. Resolution No. 19-11 shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ day of February \_\_\_\_\_, 2019  
CITY OF LAS VEGAS

\_\_\_\_\_  
Mayor Tonita Gurulé-Girón  
(Seal)

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

\_\_\_\_\_  
Esther Garduño-Montoya, City Attorney  
(for legal sufficiency only)

[View the 2017 New Mexico Statutes](#) | [View Previous Versions of the New Mexico Statutes](#)

## **2006 New Mexico Statutes - Section 6-21-6.4 — Local government planning fund; creation; administration; purposes.**

### **6-21-6.4. Local government planning fund; creation; administration; purposes.**

A. The "local government planning fund" is created within the authority, which shall be administered by the authority. The authority shall adopt rules necessary to administer the fund.

B. The following shall be deposited directly into the local government planning fund:

(1) the net proceeds from the sale of bonds issued pursuant to the provisions of Section 6-21-6.1 NMSA 1978 for the purposes of the local government planning fund and payable from the public project revolving fund;

(2) money appropriated by the legislature to implement the provisions of this section; and

(3) any other public or private money dedicated to the fund.

C. Money in the local government planning fund is appropriated to the authority to make grants to qualified entities to evaluate and to estimate the costs of implementing the most feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans and to pay administrative costs of the local government planning program.

D. The authority shall adopt rules governing the terms and conditions of grants made from the local government planning fund. Grants may be made from the fund only with the agreement of the qualified entity to reimburse the fund for the amount of the grant



when financing from any source other than the authority is subsequently received by the qualified entity for the public project.

E. The authority may make grants from the local government planning fund to qualified entities without specific authorization by law for each grant.

**Disclaimer:** These codes may not be the most recent version. New Mexico may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

[View the 2017 New Mexico Statutes](#) | [View Previous Versions of the New Mexico Statutes](#)

## **2006 New Mexico Statutes - Section 6-21-2 — Legislative findings; declaration of purpose.**

### **6-21-2. Legislative findings; declaration of purpose.**

A. The legislature finds that:

- (1) there are necessary state and local capital improvement and infrastructure needs that cannot be met with existing capital financing methods and funding sources;
- (2) there is no coordinating entity or process for accomplishing long-term state and local capital planning, needs assessment or inventory of needs; setting priorities; and making more effective use of existing capital financing methods and funding sources;
- (3) the uncertain nature of revenues available from the proceeds of severance tax bonds and other state and local revenues have frustrated state and local government efforts to finance needed state and local capital projects; and
- (4) in order to meet public capital and infrastructure needs, a central state mechanism to coordinate the planning and financing of public projects is necessary.

B. It is the purpose of the New Mexico Finance Authority Act [ 6-21-1 NMSA 1978] to create a governmental instrumentality to coordinate the planning and financing of state and local public projects, to provide for long-term planning and assessment of state and local capital needs and to improve cooperation among the executive and legislative branches of state government and local governments in financing public projects.

C. It is the further purpose of the New Mexico Finance Authority Act to provide financing for public projects in a manner that will not impair the capacity of the public project revolving fund to provide future financing to qualified entities for public projects. Funding shall not be provided from the public project revolving fund unless revenues in an amount sufficient to avoid a negative impact on the financing capacity of the public project

revolving fund are contemporaneously pledged or dedicated for deposit to the public project revolving fund. Pursuant to Section 6-21-6.1 NMSA 1978, the authority may provide funding from the public project revolving fund for the purposes of the Wastewater Facility Construction Loan Act [ 74-6A-1 NMSA 1978], the Rural Infrastructure Act [ 75-1-1 NMSA 1978], the Solid Waste Act [ 74-9-1 NMSA 1978] or the Drinking Water State Revolving Loan Fund Act [ 6-21A-1 NMSA 1978].

**Disclaimer:** These codes may not be the most recent version. New Mexico may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

## Regular or Special

### CITY COUNCIL MEETING AGENDA REQUEST

**DATE:** 02/13/19

**DEPT:** Utilities

**MEETING DATE:** 02/20/19

**ITEM/TOPIC:** Award request for proposal #2019-07 for water and waste water treatment plant operations and management services.

**ACTION REQUESTED OF COUNCIL:** Award request for proposal #2019-07 to Souder, Miller & Associates.

**BACKGROUND/RATIONALE:** This proposal will assist the City with management of the water and waste water treatment plants as needed.

Advertised: 01/25/19 – Las Vegas Optic, Albuquerque Journal and City website  
Proposal Opening: February 12, 2019  
Proposers: 2 – Jacobs; Souder, Miller & Associates  
Funding Source: City Funding  
Budget Line Item: 610-0000-610-7305  
640-0000-610-7305

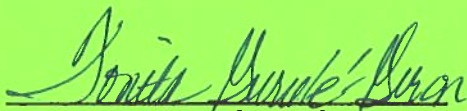
**STAFF RECOMMENDATION:** Approval to award proposal #2019-07 to Souder, Miller & Associates.

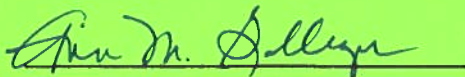
**COMMITTEE RECOMMENDATION:** This item will be discussed at the Utility Advisory committee meeting on March 11, 2019 for ratification as the meeting in February took place before the agenda request was submitted.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULÉ-GIRÓN  
MAYOR

  
ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

\_\_\_\_\_  
TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 12-Feb-2019

OPENING NO.: 2019-07

TIME: 2:00 PM

DEPARTMENT: **UTILITIES  
WATER & WASTE WATER**

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

ITEM(S): **WATER & WASTE WATER TREATMENT PLANT  
OPERATIONS & MANAGEMENT SERVICE**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Bender, Miller &amp; Assoc.</u>				✓	✓
2 <u>facilities</u>				✓	✓
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>[Signature]</u>	1 <u>CLV.</u>
2 <u>[Signature]</u>	2 <u>CLV Purchasing</u>
3 <u>[Signature]</u>	3 <u>CLV Inventory</u>
4 <u>[Signature]</u>	4 <u>CLV Project Mgmt.</u>
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

OPENED BY: FINANCE DEPARTMENT

DATE: 2-12-19

DATE: 2/12/2019

COPIES TAKEN BY DEPT:

DATE: 2/12/19

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 am pm, Feb 12, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### WATER & WASTE WATER TREATMENT PLANT OPERATIONS & MANAGEMENT SERVICE

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

1700 N GRAND AVE  
LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **WATER & WASTE WATER TREATMENT OPERATIONS & MANAGEMENT SERVICE** Opening No. 2019-7; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Ann M. Gallegos  
ANN MARIE GALLEGOS, INTERIM CITY  
MANAGER,

Esther Garduno-Montoya  
ESTHER GARDUNO-MONTOYA, CITY ATTORNEY

Cassandra Fresquez  
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega  
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2019-7

Date Issued: 1/22/2019

Published: LAS VEGAS OPTIC  
ALBUQUERQUE JOURNAL  
www.lasvegasnm.gov

Jan 25 2019  
Jan 25 2019  
Jan 25 2019

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

**SERVICE (S): WATER & WASTE WATER TREATMENT PLANT OPERATIONS & MANAGEMENT SERVICE.**

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ }

} ss

COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_



### AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

### TIMETABLE

Proposal 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: Feb 12, 2019; 2:00 am/pm, at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: \_\_\_\_\_, 2019. The successful offeror will be notified by mail.

### ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner. Identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

### BRIBERY AND KICKBACK

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

### RESPONSIBILITY OF OFFEROR

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

### **NON-COLLUSION**

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

### **CLARIFICATION OF PROPOSAL**

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

### **MODIFICATION OR WITHDRAWAL OF PROPOSAL**

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

### **APPLICATION OF PREFERENCE**

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

### **FEDERAL TAX IDENTIFICATION NUMBER**

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### **NEW MEXICO TAX IDENTIFICATION NUMBER**

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

### **SPECIAL NOTICE**

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

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

### **NEGOTIATION**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

### **CONTRACT**

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

### **TAXES:**

Bidder must pay all applicable taxes.

### **NOTE:**

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR WATER & WASTE WATER TREATMENT PLANT MANAGEMENT SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for water & waste water treatment plant management services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform Professional Water & Waste Water Treatment Plant Management Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas (City) Water & Waste Water Treatment Plants. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. Must have a minimum of one certified State of New Mexico Water & Waste Water Operator Level IV and have available certified NM Water and Waste Water operators to support the needs of the City of Las Vegas.
2. Manage, operate and maintain water and waste water treatment system within regulatory limits.
3. Supervise City staff for ongoing Operations and Maintenance (O&M) responsibilities.
4. Manage scheduling of Staff Operators, including daily shifts, stand-by and callout schedules.
5. Oversee sampling, in-house testing, and delivery to laboratory for analysis for compliance monitoring as required by permit.
6. Inspect chemical feed systems and maintain dosing levels for each system. Maintain chlorine residual for the water production system.
7. Provide routine maintenance, visual inspections, and housekeeping. Oversee use of work scheduling and completion.
8. Coordinate with distribution staff on system storage, scheduled, and emergency shutdowns.
9. Coordinate with Utility Department Project Managers and Contractors on Capital Improvement Projects taking place on Water and Waste Water Treatment and Production System.
10. Oversee Operations Staff to perform corrective maintenance on equipment. Oversee internal improvement projects of facility. Prepare purchase requisitions for purchase of materials and equipment for preventative, corrective maintenance and internal improvement projects.
11. Provide status reports of equipment and system components to Utilities Director.
12. Manage necessary licenses, certifications, and training and identify training for Operations Staff (required for certification and desire to improve overall skill set).
13. Inventory valve condition and position in water production system and exercise valves annually.

14. Complete security checks during site visits to ensure water production security against vandalism and animals. Notify designated City emergency contact if necessary.
15. Notify Utilities Director of corrective maintenance that may be required that are beyond preventive maintenance activities. Under the direction of the City solicit quotes as required for City procurement.
16. Document inventory and notify Utility Department of spare parts and miscellaneous items needed for continuous operation of facilities.
17. Coordinate restocking of consumables necessary for water & waste water production system operation, including chemicals, fuses, electrical components, housekeeping and maintenance items, etc.
18. Inspect facilities for lighting, heating, and cooling and notify Utilities Director of needs and improvements.
19. Notify Utilities Director of all unforeseen conditions, such as water leaks and power outages.
20. Meet with compliance agencies as required for inspections.
21. Review and adhere to emergency response plan and site health and safety plan.
22. Maintain grounds and keep areas free of weeds, debris, and facilities free of pests.
23. Perform work per OSHA standards.
24. Schedule Operators to record tank levels and perform walk-around inspections of supply, treatment and storage facilities for external damage.
25. Log pump run hours and totalized flow for each well and booster station.
26. Manage maintenance schedules for electrical and mechanical equipment.
27. Review permits and assist City to ensure permits stay current.
28. Assist in training City Operators for progressive certifications.
29. Assist City with other tasks and activities for WTP & WWTP Operations as requested for the City and discussed prior to commencement of activities.
30. All other WTP & WWTP operations and taskings specific to all levels of New Mexico water and waste water operators.

## **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PROPOSAL FOR WATER & WASTE WATER TREATMENT PLANT MANAGEMENT SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.



**2.3 Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror's familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate

Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

#### **5.2 INSURANCE CERTIFICATE**

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

### **6. INSTRUCTIONS TO OFFEROR**

#### **6.1. REQUEST FOR PROPOSAL DOCUMENTS**

##### **6.1.1 Copies of Request for Proposals**

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

##### **6.1.2 Interpretations**

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

##### **6.1.3 Addendum**

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

#### **6.2 PROPOSAL SUBMITTAL PROCEDURES**

##### **6.2.1 Format and Section Requirements of Proposals**

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.

- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
  3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
  4. Licenses (if applicable)
    - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
  5. Experience in Specialized Services referenced in scope
    - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
  6. Documentation
    - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
  7. Financial (If Applicable)
    - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
  8. Additional Information
    - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
  9. Contractors Bonds (if applicable)

i. Successful offeror will be required to furnish a performance bond.

**10. Cost**

i. The Offeror shall provide in a sealed envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.

- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

**6.2.2 SUBCONSULTANTS**

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

**6.2.3 PREQUALIFICATION PROCESS**

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

**6.2.4 DEBARRED OR SUSPENDED CONTRACTOR**

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

**6.2.5 REJECTION OF SUBMITTED PROPOSALS**

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
  - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
  - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals

submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### **6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### **6.2.7 REJECTION OF CANCELLATION OF PROPOSALS**

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### **7. CONSIDERATION OF PROPOSALS**

#### **7.1 RECEIPT, OPENING AND PROPOSALS:**

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

#### **7.2 PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing

Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
  - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
  - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in

accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

#### **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

#### **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

#### **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

### **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

### **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation



4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

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

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror or Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material

respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

## 12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

## 12.3 CONTRACTUAL TERMS

- a. **Amendment:** This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. **Assignability:** The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. **Authority to Bind the City:** The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. **Binding Effect:** This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. **Business License:** Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. **Conflict of Interest:** The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. **Communication with the City of Las Vegas:** The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. **Funding:** This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. **Gross Receipts Tax:** Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. **Indemnification:** The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. **Insurance:** (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. **Method of Payment:** The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. **Notices:** Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.

- n. **Professional Standards:** The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. **Scope of Contract:** This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. **Subject to Other Documents:** This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. **Term:** The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. **Termination:** Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. **Timelines:** All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. **Work Stoppage:** The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. **Bribes, Gratuities and Kick-Backs:** Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. **Design Professional Registration:** All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. **Fees:** A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. **Funding:** The solicitation is subject to availability of funds to accomplish the work.
- e. **Governing Law:** The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. **Independent Contractors:** The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. **Professional Liability Insurance:** The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. **Standard Form of Agreement between City and Consultant:** The form of agreement required by the funding agency or issued by the City will be used for this project.

Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

### EVALUATION SHEET

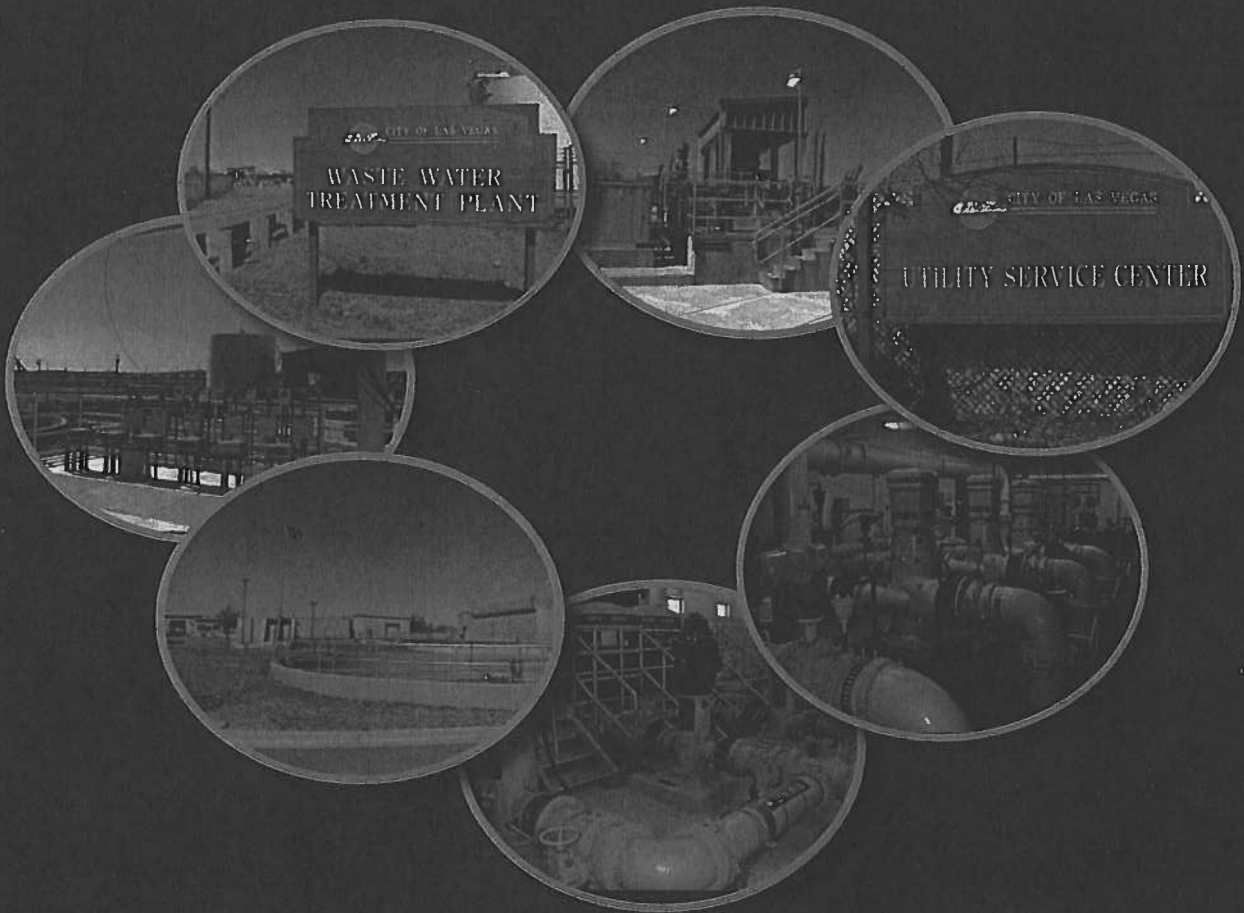
**Offerors:**

Proposal must address each of the following criteria to receive points.

<b>Rating Sheet For (applicant name):</b>		
<b>Item</b>	<b>Possible Points</b>	<b>Points Awarded</b>
1. Specialized Services as defined in the Scope of work	20	
2. Capacity and Capability	20	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	
6. Residential or Military Preference	5	
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	



# Water and Wastewater Treatment Plant Operations & Management Service





Souder, Miller & Associates ♦ 2904 Rodeo Park Drive East, Bldg. 100 ♦ Santa Fe, NM 87505  
(505) 473-9211 ♦ (800) 460-5366 ♦ fax (505) 471-6675

February 12, 2019

City Clerk  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701

RE: Water & Waste Water System Treatment Plant Operations & Management Service - Opening #2019-7

The attached proposal has been prepared by SMA Operations, LLC, in accordance with the City of Las Vegas (City) request for proposals to provide water and waste water treatment plant management services.

SMA Operations has ongoing O&M experience for multiple systems, building on our Operator's own career experiences on a variety of water and wastewater projects. Together, we have overseen startup and operations of four larger Wastewater Treatment Plants (WWTPs) in New Mexico, and several water systems. Collectively we have designed, built, started up and/or operated numerous small to mid-sized water and wastewater systems throughout the state. SMA Operations appreciates this opportunity to provide a proposal to the City in consideration for the City of Las Vegas Water and Wastewater Operations and Maintenance Services project.

In order to provide the City of Las Vegas with access to highly skilled water and wastewater treatment plant and systems operations professionals, SMA Operations will team with MEC TECH Services, Inc. to bring the strength and experience of two major firms to serve on this important project.

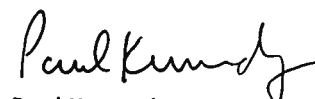
As requested in the RFP, SMA respectfully submits the following information: Federal Tax ID Number: 81-1382210 and New Mexico Tax ID Number (CRS): CRS 03-344280-00-0. SMA further acknowledges that no addenda have been issued.

We thank you for the opportunity to propose on this contract, the ability to add value to the community, and to continue to build our relationship with the City of Las Vegas. If you have any questions about this proposal or would like to meet at your convenience, please contact our office at 505-473-9211.

Sincerely,  
SMA OPERATIONS, LLC



Peter Fant, P.E.  
Chief Executive Officer



Paul Kennedy, P.E.  
Project Manager



## 1. Specialized Operations & Management Services

### INTRODUCTION

SMA Operations LLC (SMA Ops) is a Joint Venture between Souder Miller & Associates (SMA) and Aqua Environmental Services (AES), an affiliate of AQUA Engineering (AQUA). Our two companies have been working together for over 12 years and have designed, built and overseen startup of three larger Wastewater Treatment Plants (WWTPs) in New Mexico, including the San Felipe Pueblo, the Town of Taos, and Edgewood. Collectively we have designed, built, started up and operated close to 20 similar sized systems in the Rocky Mountain region. Our company has twelve employees and currently operating plants in Taos, Tesuque, Edgewood, Placitas, and San Felipe. We have all levels, from I to IV of both Water and Wastewater system operators. Additionally, we have access to the engineering services of SMA and AQUA Engineering for all aspects of water and wastewater system design and technical issues.

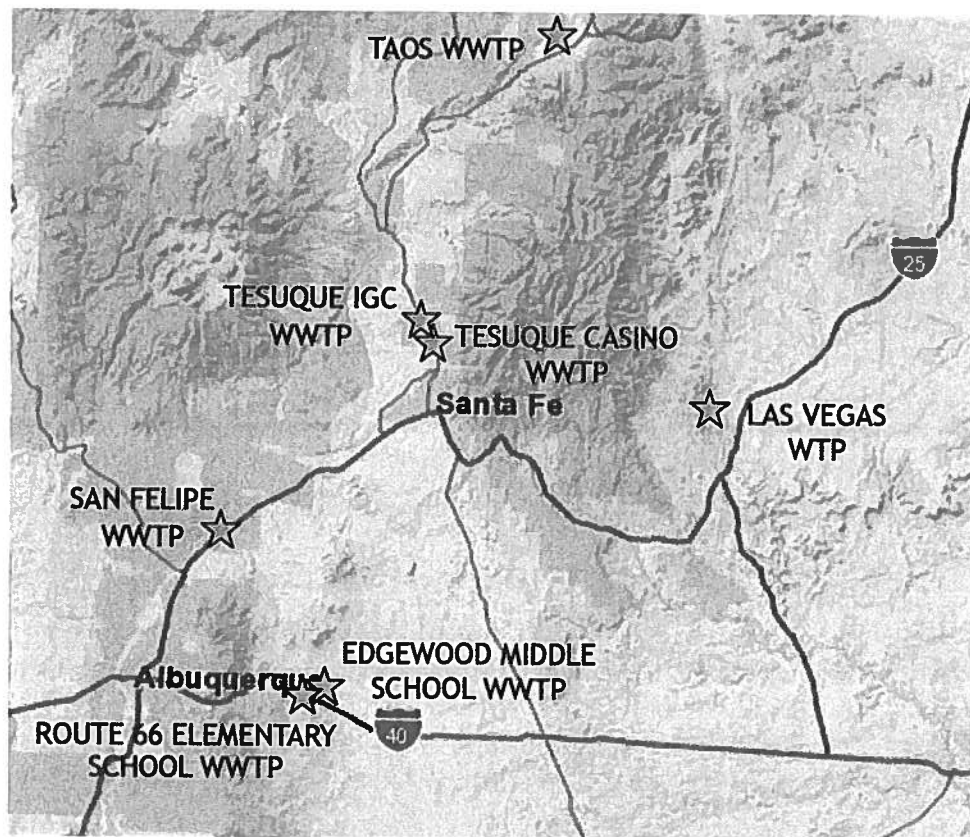
In order to provide the City of Las Vegas with access to highly skilled water and wastewater treatment plant and systems operations professionals, SMA Operations will team with MEC TECH Services, Inc. to bring the strength and experience of two major firms to serve on this important project.

Our policy has been and always will be "customer first" to look out for the needs of our clients and maintain compliance for the systems we operate. Our relationship with each and every client has always been open, honest and fair. Repeat business and consistent referrals and references show us that our practices work. We strive to create a team or a partnership with the client in order to achieve the best results possible.

SMA Operations has ongoing O&M experience for multiple systems, building on our Operator's own career experiences on a variety of water and wastewater projects. Our team has overseen startup and operations of four larger WWTPs in New Mexico, and several water systems. Collectively we have designed, built, started up and/or operated numerous small to mid-sized water and wastewater systems throughout the state. SMA Operations appreciates this opportunity to provide a proposal to the City in consideration for the City of Las Vegas Water and Wastewater Operations and Maintenance Services project.

SMA Operations brings a combined 100 plus years of experience to the water and wastewater operations industry, having provided specialized services and assistance to small water and wastewater systems and tribal entities. Our key members are:

### Current Facility Operations







**Marvin Martinez** is certified as a Level IV Water Systems operator and as a Level II Wastewater Systems operator and brings over 30 years of experience in the installation, operation, maintenance and management of water and wastewater systems. Marvin was the public works director for the City of Española for the majority of his career before he retired and did a similar job for Santa Fe County. He has worked with SMA operating and maintaining water and wastewater systems for the past six years. Mr. Martinez currently oversees Operations at the City of Las Vegas Water Treatment Plant.

**Gene Salazar** is a certified Level IV Water and Wastewater Systems Operator who brings over 30 years of experience in the operations, maintenance and management of water and wastewater systems. Gene worked in Utilities at the City of Espanola for 9 years as the Chief WW Plant operator (2 MGD system). He moved to Los Alamos County and worked for 20 years as the Wastewater Superintendent, managing the County's water, wastewater, and natural gas systems including the management of 20 employees and the budgets for all operations. Most recently, as an SMA Ops employee, he has taken over operations management of the Taos Valley Regional 2.4 MGD MBR Wastewater Treatment Facility.

**Larry Hall** has over 27 years of experience in the water and wastewater industry having worked as an operator, lead operator, facility manager and department head for wastewater and water treatment operations. Mr. Hall is skilled in advanced methods and theories of industrial and domestic wastewater and water treatment, distribution, compliance, maintenance and repair, as well as laboratory analysis, methodology and QA/QC. Mr. Hall is a certified Grade IV Drinking Water Treatment Operator in Utah and a Grade IV Wastewater Treatment Operator in Utah, Nevada, with his New Mexico certification currently pending.

## SUBCONSULTANT

### MEC TECH SERVICES, INC.

MEC TECH Services has provided Environmental Consulting Services for more than 18 years. Services include:

Drinking Water and Wastewater Laboratory analyses	Systems start up
Wastewater treatment plant operations and maintenance	Treatment Facility start up
Water Production operations and maintenance	Operator Certification Training
Water Transmission and Distribution	Sample collection
Industrial Pretreatment	Process control program development
Quality Assurance / Quality Control	IPP Inspections
Data Analysis and Processing	Regulatory reporting
SDWA Monitoring and reporting	Solid Waste Program development
NPDES Monitoring and reporting	Lift station O&M
Laboratory Certification	Safety Program Officer
Budgeting/Purchasing/Inventory	Exam development and editing
Site Supervision	Proctor
Operator Training	Human Resources Liaison
	Certified Drinking Water Laboratory management



## EXPERIENCE IN SPECIALIZED SERVICES REFERENCED IN SCOPE

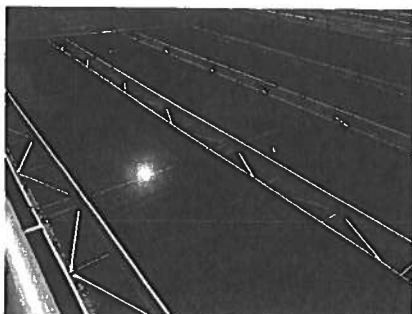
SMA Operations is fully capable and willing to provide services to fulfill all of the tasks outlined in the RFP for the City of Las Vegas. In general terms, the team's Operation and Maintenance Services experiences include:

- Fully trained, licensed, and uniformed professionals including Certified Level IV Water and Wastewater Managers, Certified Operators of all levels, and technicians.
- Uniformly maintaining compliance for the systems we operate; and optimizing systems, process controls and equipment efficiency.
- Ongoing monitoring of all processes and equipment related to your water and wastewater treatment plants and reporting to Clients regularly on system and equipment status.
- Staff management and development, including training, administrative support and developing standard procedures and schedules.
- Comprehensive plant and storage operation and maintenance, including the ability to make all necessary repairs, and to evaluate the treatment process and make the necessary adjustments to achieve optimal reliability and compliance.
- Prioritization of preventive maintenance, including startup assistance and asset management.
- 24/7 emergency response for all facilities under contract.
- Monthly operations reports and compliance monitoring, including recommendations for capital improvements, budget analysis and cost estimating.
- Professional representatives who have good working relationships with regulatory agencies.
- Sample collection and laboratory analysis and assist with permit renewals.
- Coordination with various Departmental Staff, Subcontractors and Service Representatives.
- Development of site Health and Safety Plans and staff training.

## RELEVANT EXPERIENCE

### CITY OF LAS VEGAS WATER TREATMENT PLANT

SMA Operations has been assisting the City of Las Vegas in WTP Management since late November, 2018. The work consists of overseeing City Operations Staff at the WTP, compliance monitoring and reporting, process optimization, on-going O&M tasks, assisting City Staff in project prioritization, and system troubleshooting. Since being on site, SMA Ops has gained familiarity with the water production, treatment and storage systems, as well as learning distribution system operation. This has allowed us to prioritize needed repairs and improvements at the WTP with City Staff while training and working hands on with City Operators.





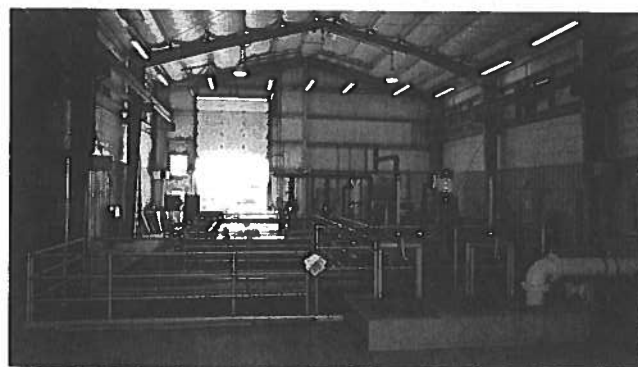
## TAOS VALLEY REGIONAL WASTEWATER TREATMENT FACILITY

SMA and SMA Ops have provided professional consulting services to the Town of Taos on a variety of infrastructure improvements projects for more than fifteen years. The Taos WWTF upgrades began in 2007 with modifications to the facility Headworks. In 2010, the facility underwent a major upgrade to the Zenon Zeeweed membrane system. The facility was built to 2.0 million gallons per day (MGD) capacity and can be expanded to 2.5 MGD. It currently treats approximately 1.1 MGD. SMA Ops took over operation of the facility in July 2016.



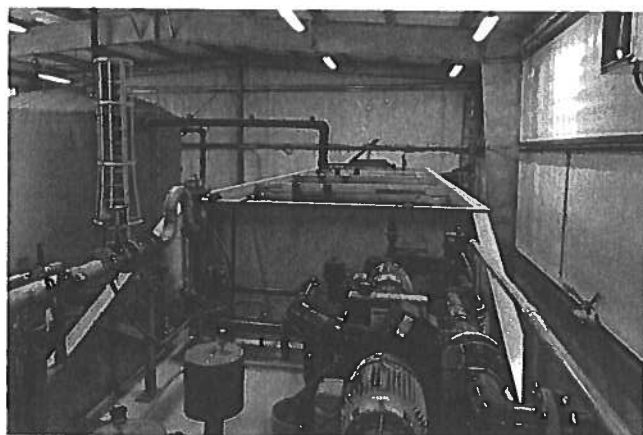
## SAN FELIPE PUEBLO WASTEWATER TREATMENT PLANT

SMA Ops took over contract operations of the Pueblo's Wastewater Treatment Plant in February 2017. The plant was designed by SMA and AQUA in 2008 and incorporates Kubota flat-plate membranes. It currently treats approximately 180,000 gallons per day (gpd) and is capable of treating up to 300,000 gpd. The plant was built in two phases: Phase 2 will include installation of additional equipment to bring the capacity of the facility up to 600,000 gpd. The facility is staffed by one full time and one half-time operator.



## TESUQUE CASINO WWTP

The Tesuque Development Corporation has constructed a new WWTP to serve a newly built Casino. SMA Ops provided startup services for the WWTP. Operations and Maintenance includes tasks required to keep the facility and process operating under "normal conditions," such as daily observation and monitoring; preventative maintenance activities, housekeeping, and compliance monitoring and sampling.



## TESUQUE PUEBLO IGC WWTP

SMA Ops began operating the WWTP at Tesuque IGC in March of 2017 after we assisted the Pueblo with startup activities. The WWTP receives influent flows of 7,000 to 20,000 gallons per day; the flows vary seasonally. The facility is equipped with automated alarm call-outs on a selection of alarms throughout the facility. SMA Ops visits the site daily during the weekdays and only as needed during weekends and holidays. SMA Ops also maintains several lift stations throughout the collection system.





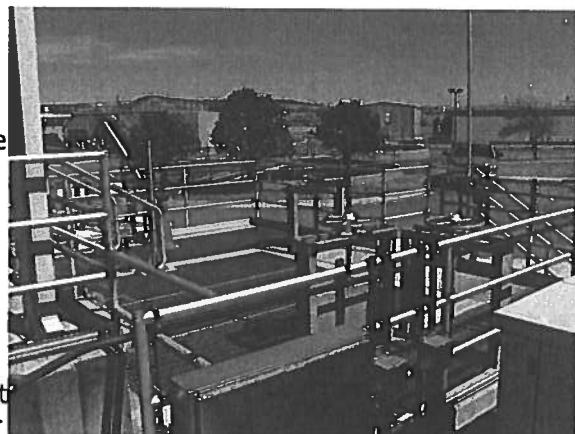
## 2. Capacity and Capability

SMA Ops was created in order to assist our Clients in maintaining healthy communities through facility optimization and compliance. Our staff is comprised of twelve employees who include and are overseen by NM Certified Level IV Water and Wastewater Operators. Current contracts include water and wastewater facility operations in the Town of Taos, Tesuque Pueblo, San Felipe Pueblo, Moriarty Edgewood School District, and Placitas, where SMA Ops provides startup services, daily on-site O&M, compliance monitoring and testing, on-call and emergency services.

The years of practical experience our operators bring to SMA Ops allow the team to offer creative solutions for improved facilities.

SMA Ops has the flexibility and experience to shift resources as necessary based on the needs of each facility: this allows for major repairs, cleaning or modifications to the process for improved treatment capabilities. The staff is in regular communication to troubleshoot and optimize facility operations, including a weekly status call where facility managers provide plant updates to the team. Our operators live in Northern New Mexico – our response time is minimal – and SMA Ops works closely with SMA, AQUA Engineering and other supporting Subconsultants for access to engineering services for design and technical support. We work to integrate our facilities with instrumentation and controls that can be linked into SCADA and remote-monitoring systems to allow better access to information for both our operators and our Clients.

SMA Operations brings practical experience and industry relationships to the project. SMA Operations currently operates or consults on a total of six wastewater facilities, including three advanced wastewater treatment facilities, and two water treatment facilities, including the City of Las Vegas WTP. Our long term local relationships include almost every pipe, pump and water/wastewater supplier and repair facility in the state. These relationships contribute to achieving quick, comprehensive responses to inquiries and assistance. Moreover, experience working with similar treatment and supply/distribution facilities, allow our operators to troubleshoot problems and optimize equipment to bring the best treatment practices to the project. Our experience with wastewater systems allow us to optimize plant operating characteristics such as recycle activated sludge rates, mixed liquor concentrations and sludge processing and handling. High quality effluent and ample safe drinking water is the primary goal, and overall energy savings with any optimized processes benefits the City as well.



Because of the team's experience, SMA Operations will gain a complete understanding of the Las Vegas facility needs in a very short time frame, including the equipment and treatment technologies and can provide solutions to problems and unique systems optimizations. Through the team's extensive experience operating similar equipment and systems, SMA Operations will be able to foresee and successfully solve issues concerning the City of Las Vegas facilities.

SMA Operations is ready to hit the ground running. Our intimate knowledge of the type of equipment at the City facilities will allow us to identify critical components of the systems. During the transition period from the current facility operator, we will identify specific equipment characteristics to most efficiently operate the system.

SMA Operations is capable of being the authorized agent for the City's facility and will always act in the best interest to maintain this responsibility. We currently operate wastewater treatment facilities which hold NPDES permit requirements, have recently operated NMED approved water systems and wastewater systems with NMED discharge permits similar to the Las Vegas facilities, and operate or have operated those systems effectively.



# Water and Wastewater Treatment Plant Operations & Management Service

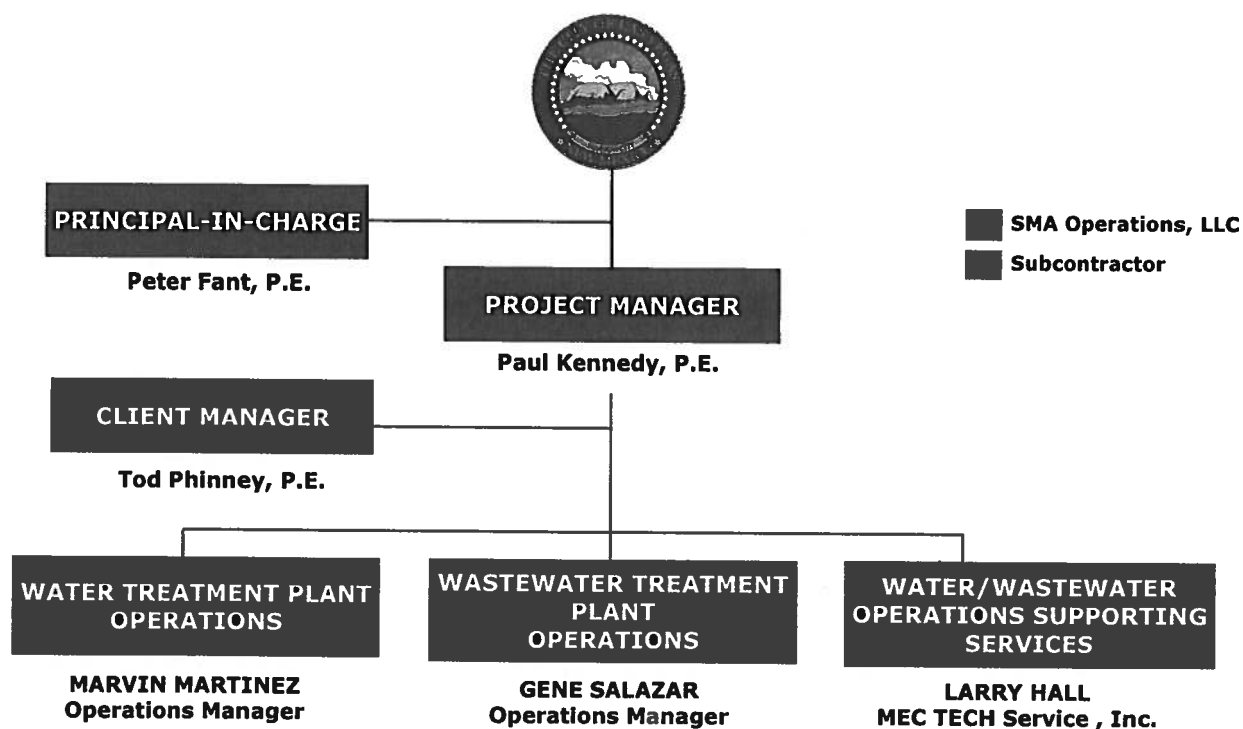
We maintain current training and certifications and require all new staff to attend the OSHA 10-hour safety training as a minimum.

Once a contract with Las Vegas is in place, SMA will assist in the development of an HSE program specific to the Las Vegas' facilities and will provide site specific training to its employees to mitigate risk associated with the project.

When awarded the project, we will interview potential candidates to support/augment City staff in operating the treatment facilities. Our goal is to utilize as many local resources as possible, including current/former City staff, operators and suppliers. This will allow for a quick response and reaction time when the need arises, including evenings, weekends or in emergency situations.

Moreover, we have the knowledge and the skills for routine maintenance and repair of the equipment at the site. This includes routine maintenance for hand tools, sampling equipment, process equipment and other equipment on site. Our operators are hands on, so there won't be downtime if such maintenance is needed, and we have access to equipment suppliers and local services which will allow for a quick turnaround as necessary. It is anticipated that most of the hand tools, materials and equipment needed are already located at the facilities. Our existing relationships with chemical and material suppliers will also assure a seamless transition.

SMA Operations' holds the proper certifications and licenses to take over management of the system, so there will be no period when the City's facilities will not be under proper oversight during the transition.



## PROJECT TEAM

### PETER FANT, P.E.

#### PRINCIPAL-IN-CHARGE

Education: M.S.-Civil Engineering; M.B.A.-Business Administration; B.S.-Chemical Engineering  
Licenses & Registrations: Professional Engineer – New Mexico (#12203)

Mr. Fant is a registered professional engineer in Colorado, New Mexico, Arizona, and Wisconsin. Mr. Fant has more than 30 years of engineering experience, starting as a facilities engineer at Intel Corpo-





ration where he was on the design and construction management team that upgraded the site's high purity water system. With the U.S. Public Health Service and with SMA, he has been working on public and private water and wastewater systems for the past 22 years. He has been the Lead Engineer on the design and permitting of numerous water and wastewater systems throughout New Mexico and has assisted owners in securing grant and loan funds from USDA, Water Trust Board, NMFA, DFA, and other State programs. Mr. Fant has participated in numerous planning and public meetings to answer questions and provide information about SMA projects to the public, municipalities, state agencies, and federal agencies. His recent clients for wastewater projects have included Town of Taos, Pueblo of San Felipe, City of Española and Santa Fe County. As Principal-in-Charge, Mr. Fant provides senior-level engineering, QA/QC, and regulatory compliance review.

## **PAUL KENNEDY, P.E.**

### **PROJECT MANAGER**

Education: M.S.-Environmental Engineering; B.S.-Civil Engineering

Licenses & Registrations: Professional Engineer – New Mexico (#20137)

Mr. Kennedy's role as a Senior Engineer at SMA includes planning, design and management of water and wastewater engineering projects. These projects have included preparation of planning documents for water and wastewater systems, design of structures to house treatment and pumping equipment, SCADA system design, water distribution and storage improvements, site development, construction observation and construction administration. Recent project experience includes the Santa Clara Pueblo Wastewater Improvements, Taos Valley Regional Wastewater Treatment Facility Improvements and the Public Sewerline Connection for McDonald's Corporation in Santa Fe. During the MBR Upgrade at the Taos Facility, Mr. Kennedy served as full time Resident Project Representative for over one and a half years during construction, working directly with the Contractor and Owner to address clarifications and design considerations arising in the field, as well as tracking completed work, reviewing Contractor submittals and processing project paperwork. As Project Manager, Mr. Kennedy will work closely with City staff, Operations Group, regulatory agencies, contractors, as well as community representatives to ensure the successful implementation of the project.

## **MARVIN MARTINEZ**

### **WATER TREATMENT PLANT OPERATIONS MANAGER**

Certification: Level IV Water Systems Operator and Level II Wastewater Systems Operator

Mr. Martinez is certified as a Level IV Water Systems Operator (NM01857) and Level II Wastewater Systems Operator (NM01857) and has over 30 years of experience in the installation, operation and maintenance, and supervision of staff for major utility water and wastewater systems. During his employment with Santa Fe County, Mr. Martinez was the Utility Director and supervised a staff of 75 whose services covered two wastewater treatment plants (2.01 MGD and 85K GPD), water supply wells, water distribution system, and wastewater collection system. As part of his duties he was involved in the completion of the Buckman Direct Diversion Project which included the completion of the Surface Water Plant, the installation of the transmission and distribution lines, and the purchase of the water rights for the system and identifying potential well site to provide potable water when the Buchman Direct Diversion is off line.

Mr. Martinez brought the New Mexico State Penitentiary Wastewater Treatment Plant into compliance and started working on an upgrade to the system. Mr. Martinez was instrumental in the purchase of all the lab equipment for the Pojoaque Water Treatment Plant, and assisted in the improvements of the WWTP. Mr. Martinez oversaw the operation of the Solid Waste (Sanitation) Department and the Utility Billing Department. He was actively involved in selecting the Auditors for the County, revising the utility rates, preparing infrastructure capital improvement plans, reviewing construction plans, and providing technical assistance to the Land Development Department.

While with the City of Española, Mr. Martinez was the Public Works Director and oversaw the 2.0 MGD Wastewater Treatment Plant, the wastewater collection system, the Water Department which included supply wells, arsenic treatment systems, the water distribution system and meter reading. Mr. Martinez also oversaw the City's Street Department with over 385 streets, General Services Depart-



ment with over 25 buildings, the closed landfill, the Utility Billing Department, Special Projects, and the Fleet Department. He supervised a staff of 54 and was responsible for all personnel actions associated with supervising, development, and reviewing of staff abilities. He was instrumental in reviewing the City's utility billing system and completing the meter conversion from manual read meter to radio read, which resulted in increased revenues and reduction in water loss due to inaccurate readings.

## **GENE SALAZAR**

### **WASTEWATER TREATMENT PLAN OPERATIONS MANAGER**

Certification: Level IV Water Systems Operator and Level IV Wastewater Systems Operator; Compost Certification; Journeyman Gasfitter; Water and Wastewater Operations Instructor

Mr. Salazar has over 30 years of experience in the installation, operation and maintenance, and supervision of staff for major utility water and wastewater systems. During his employment with as the Gas, Water and Wastewater Superintendent for Los Alamos County, Following his retirement, he was responsible for all 15 school sites O&M, including management of all maintenance and custodial staff and operated 3 wastewater plants and 4 water supply wells for the Espanola School District.

His subsequent responsibilities included the Wastewater Plan Manager, where he trained operators and staff, developed standard procedures, developed spare parts inventory, submitted required data to the EPA, NMED and local agencies, and oversaw the operators, lab techs, and collection specialists.

## **LARRY HALL**

### **OPERATIONS SUPPORT**

Certifications: Wastewater Treatment Grade IV Utah, Nevada, Idaho; Collections Grade I Utah, Idaho; Drinking Water Treatment Grade IV Utah

Mr. Hall has over twenty-seven years of experience in the Water and Wastewater industry having worked at both public and private facilities as well as municipal and industrial treatment plants. Mr. Hall has held positions as an operator, lead operator, facility manager, department head and consultant in wastewater treatment as well as drinking water treatment and distribution. In addition, Mr Hall was the acting Lab Director for a State certified laboratory that provides analyses both under the Safe Drinking Water Act and the Clean Water Act. Mr. Hall is skilled in advanced methods and theories of industrial and domestic wastewater and water treatment, distribution, compliance, maintenance and repair, as well as laboratory analysis, methodology and QA/QC.

Treatment systems Mr. Hall has operated include, MBR's (Membrane Bio-reactors), Activated Sludge-all types, Trickling filters, RBC's, Air strippers (removal of VOC's), mixed bed media filters, GAC Filters, Reverse Osmosis, water softeners, Hypochlorite generators, Anaerobic and Aerobic digesters, DAF units, treatment lagoons, chemical treatments for precipitation of heavy metals and other contaminants. Mr. Hall was also directly involved in the research and development for successfully using the activated sludge process to remove heavy metals from water at levels previously believed to be toxic to the microbiota. He has a solid knowledge of The Clean Water Act, the Safe Drinking Water Act and the 503 regulations, including disposal options, classifications, vector attraction reduction methods and reporting regulations. He is also experienced with solid waste regulations. Mr. Hall has worked in the solid waste industry, including composting of Biosolids, which includes regulatory issues under the Federal 503 regulations and overseeing landfill operation and regulatory compliance. He has a strong computer background, including practical use of SCADA systems for maintenance and operations.

## **NICOLE MANGIN**

### **MEC TECH SERVICES**

Certifications: State of New Mexico Water IV Operator, State of New Mexico Wastewater IV Operator, State of Arizona Water IV Operator, State of Arizona Wastewater IV Operator, Associated Boards of Certification National Verification and Editing Committee, New Mexico Water and Wastewater Association Instructor, Inter Tribal Council of Arizona Instructor, State of Hawaii Water and Wastewater Instructor, Exam Developer- Associated Boards of Certification and State of New Mexico Environment Department





Ms. Mangin is the owner of Mec Tech services with over 20 years experience in water and wastewater treatment and management. Her clients include the State of New Mexico, Tribal entities and Municipalities throughout the State. Experience includes:

- Set up, managed a state certified drinking water/ wastewater lab responsible for sampling, analyzing and processing over 7000 samples annually for four treatment plants and a potable water system.
- Held the position of operations site supervisor for a large municipal water/ wastewater treatment facility
- Wrote and implemented several QA/QC laboratory programs, and Solid Waste Disposal plans for New Mexico Tribal utilities.
- Start up and Construction Supervisor – all trades - for PWS Arsenic Treatment facilities.
- Wrote and implemented a water main line disinfection and water supply protection program for the City of Rio Rancho
- Successfully negotiated an employee/management contract for operations of a major New Mexico utility
- New Mexico Environment Department exam item development, writer, reviewer and proctor

## **MATT SALZAR**

### **MEC TECH SERVICES**

Certifications: State of New Mexico Water IV Operator, State of New Mexico Wastewater II Operator, State of Arizona Water IV Operator, State of Arizona Water II Operator, State of New Mexico GF 09 Contractors License

Mr. Salzar brings 19 years of experience in transmission and distribution systems. He was the Assistant Supervisor and Supervisor for Transmission and Distribution Department for the third largest city in New Mexico where he maintained multiple programs with city transmission and distribution systems at 100 % completion for multiple years. He also helped the City of Rio Rancho Set up their Pilot Meter Testing program for their Annual Water Audits.

## **STEPHEN SOTO**

### **MEC TECH SERVICES**

Certifications: New Mexico Water Operator IV, New Mexico Wastewater Operator II, State of New Mexico Environment Department Samplers Certification Number WS0870, F09 certified in the State of New Mexico , Certificate of Achievement by the joint RMSAWWA/RMWEA Utilities Management Committee, GF09 Associated Contractors of New Mexico

Mr. Soto has 25 years experience in the Water/Wastewater Industry to produce safe and quality drinking water for the citizens of The City of Rio Rancho. He provided Municipal NIST Meter Testing Programs, Utility Meter Installation Projects, Distribution Systems Consulting Team, Underground Utilities Construction and Repair, Municipal Hydrant/Flow Testing Program. In addition, his duties included project coordination, design, and task analysis, crew deployment and management and job site safety assessment.





### 3. Past Record of Performance

#### REFERENCES

SMA Ops is pleased to offer references for facilities we currently operate.

##### **Town Of Taos – Taos Valley Regional WWTP**

Mr. French Espinoza, Public Works Director, (575) 751-2047, [fespinoza@taosgov.com](mailto:fespinoza@taosgov.com)  
2.4 MGD MBR facility

##### **San Felipe WWTP**

Mr. Dennis Peralta, Director, Public Improvements Authority, (505) 771-6657, [dperalta@sfpueblo.com](mailto:dperalta@sfpueblo.com)  
600,000 gpd MBR facility, currently treating 200,000 gpd

##### **Tesuque Pueblo Intergenerational Center (IGC) WWTP**

Ms. Debra Griego, Admin/General Services Division Director, (505) 819-9073, [dgriego@pueblooftesuque.org](mailto:dgriego@pueblooftesuque.org)  
20,000 gpd aerated activated sludge system

##### **Tesuque Casino WWTP**

Mr. David Falance, Director of Facilities, (505) 660-6073, [David.falance@tesuquecasino.com](mailto:David.falance@tesuquecasino.com)

##### **Moriarty Edgewood School District – Edgewood Middle School WWTP and Route 66 Elementary School WWTP**

Mr. Lincoln Richey, MESD Maintenance Supervisor, (505) 832-5837, [lincoln.richey@mesd.us](mailto:lincoln.richey@mesd.us)

### 4. Familiarity with the City of Las Vegas Water and Wastewater Treatment Systems

At the present, SMA Operations has general knowledge of the City of Las Vegas WWTP facilities and an extensive knowledge of the WTP facilities. Based on our past experiences, we foresee no hindrance in becoming the operators of choice for these facilities. We are confident in our ability to outline a transition plan below that will ensure a structured project implementation.

SMA Operations has a complete understanding of the Services required, which include how to operate and optimize the City's facilities, maintain compliance and manage staff.

The SMA Operations team will save the City money with our quick response and projected short turnover time.





In the short time that SMA Ops has been on site operating the Las Vegas WTP, we have maintained compliance for the WTP while providing the water needed by the City. Our staff has added manpower to the facility, supplementing the Operators schedules to alleviate the long hours and shifts borne by the City staff. Our Operations Manager, Marvin Martinez, has gained an intimate knowledge of the WTP by assessing equipment and instrumentation condition. This has allowed creation of a prioritized needs list for the facility, ongoing status reports of repairs and improvements, and assisted the City in identifying capital improvement projects.

SMA Ops has assisted the City in developing Standard Operating Procedures (SOPs) for compliance reporting, equipment operation and operator tasks. SMA has assisted the City's Departmental Project Managers in project implementation and completion, and represented the City during project meetings with contractors and consultants. Finally, SMA has called upon our existing relationships with contractors, vendors and service representatives to assist with repairs and improvements for the City.

Water Treatment Plant Management will continue to be overseen by Marvin Martinez in a similar fashion to the activities under the current contract. Although the contract began under critical circumstances, the operational plan will continue to transition to a more normal system condition. The main priorities for this initial contract period will be staff augmentation and additional support for City and SMA Operations staff, and development of additional structure in operating procedures. This will allow the WTP to maintain production for the City while internal administrative systems are established in more depth. SMA Operations staff will also provide recommendations for system improvements as requested. Procedures will be documented as the contract continues.

The Wastewater Treatment Plant Management will be treated as a Startup Phase, similar to the WTP Operations Contract from late 2018. The transition plan will include a complete assessment of the facility, prioritization of needs and documentation of procedures. The Startup Phase will also include staff augmentation. Our subcontractor, MEC TECH, will be used while additional staffing is identified and developed in order to provide a longer term solution for the City. During the Startup Phase the WWTP process, laboratory procedures, equipment condition and maintenance schedules will be analyzed in order to prioritize which areas to address. A strategic improvement plan will allow the City to see planned improvements with definitive time-lines and results.

## SMA OPERATIONS STANDARD TRANSITION SCHEDULE

The chart below depicts how the team may approach the transition. Although the SMA Operations team will take over operations and some of the daily activities of the system immediately upon execution of the contract with the City, a portion of the team will be dedicated to transition activities, such as assessing the WWTP condition, developing new procedures, and training staff for specific activities.

In order to efficiently perform startup activities and WWTP assessment, SMA Operations will utilize our staff from other facilities and subcontracted services of MEC TECH Services, Inc. We will have extensive site presence and effort from Certified Operators, Lab Technicians and Managers during the

### O, R & M Prioritization List Tier I

1. Install a Monitor in the Filter Building next to the Filter Bed Controls to monitor the incoming flow from the Raw Water PLC, the Clear Well PLC and the incoming flow from the filters to the Clear Well.
2. Interconnection between the Raw Water Actuator and the High-Level Floats in the Filter Beds to prevent Filter Beds from flooding.
3. Install H/O/A Switches.
4. Remove Septic Tank and install Lift Station to the wastewater forced main.
5. Replace Lagoon Lift Station Pumps.
6. Install a permanent return pump from the lagoon with a canopy, to include a return line that's underground.
7. Clarifier Trac-Vac Repair or Replace (R/R) the East Clarifier discharge line which is located on the next to the West wall.
8. Clarifier- West Clarifier- repair or replace the first Paddle Mixer (Flash Mixer).
9. Clarifier Head Gates.
10. Clarifier drain valves need to be replaced.
11. Raw Water Modulating Valves.
12. Cabin Site- (temporary 30,000-gallon water storage tank valve replacement) Complete repaired by Water Distribution Staff.
13. Move Clear well Turbidity Unit.
14. Filter Basin Filter Bed Low Level is not communicating with Auto Dialer. Need to contact Alpha Southwest.
15. Actuators need to be set to a 1 to 1 ratio instead of a 2 to 1 ratio. Need to contact Alpha Southwest.
16. Raw Water Drain Repair (Canyon)
17. Replace all Turbidity Units in gallery.
18. Repair Exterior Steps on the South Side of the Filter Bed Building



Task	February	March	April	May	June
Contractor, Subcontractor Negotiations					
Staffing					
Safety Training and HASP					
Vendor and Supplier Agreements					
Vehicle Procurement					
Computers, Printers					
Small Tools and Supplies					
Permit Review					
O&M Review					
SCADA Assessment and Repair					
Parts and Supply Inventory					
Lab/Testing Coordination					
Major Equipment Analysis					
Major Equipment Repair Quotes					
Schedule Equipment and Instrumentation Calibration					
Asset Inventory					
Asset Condition Assessment					

first several months of the contract. The value added by utilizing this level of staffing and dedicating the time and effort up front in the project, will allow SMA Operations to make appropriate recommendations to the City that include prioritization of O&M Improvements and Capital Improvements so that a path forward may be outlined immediately for the facilities.

SMA Operations recognizes that in order to maintain successful operation of the City's facilities, a combined effort between our staff and the City staff must take place. As stated above, we will provide our expertise and efforts for the benefit of the City and to maintain compliance and efficient operation of the systems we manage. Cooperation and coordination between SMA Operations staff and City staff must stay aligned for this to remain a successful project.

SMA Operations recognizes that in addition to managing the City Facilities, we will be interacting with and assisting City Staff. In addition to the scope of services listed in the RFP, we will:

- Provide regular updates to City Utilities Director.
- Work with Utilities Department Project Managers to scope projects and participate in project meetings.
- Meet with City Contractors.
- Manage facility staff, including daily activities and scheduling, and Site Specific HASPs.
- Provide training to City facility staff.
- Assist in the development of facility budgets, including outlining immediate and long term facility needs.
- Assist the City in communication with state and federal regulatory agencies.
- Provide recommendations to the City regarding staff expectations and development.

## 5. Current Volume of Work with the City of Las Vegas LESS THAN 75%

SMA Operations, LLC currently has one active contract with the City of Las Vegas for Management Services for the Water Treatment Plant. The contract is a Time & Materials Contract that serves as a temporary Operations Contract with the City.



## 6. Required Certifications

SMA Operations LLC Staff and Certifications	
Gene Salazar	Level IV Wastewater, Level IV Water
Marvin Martinez	Level IV Water, Level II Wastewater
Larry Hall	Level IV Wastewater, Level IV Water
Chris Lopez	Level IV Wastewater, Level II Water
Russell Daniels	Level IV Wastewater, Level IV Water
Jerome Salazar	Level III Wastewater
Gerald Salazar	Level III Wastewater
Jose Apodaca	Level III Wastewater
Celsa Vigil	Level II Lab Tech
Patrick Montoya	Operator II, non-certified
Daniel Flores	Operator II, non-certified
Ian Velasquez	Operator I, non-certified

## 7. Resident Preference

SMA Operations is a New Mexico Corporation formed in 2016, and thus, qualifies as a New Mexico Resident Business. See registration below.

### STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT REGISTRATION CERTIFICATE

Date ID Issued <b>09-Feb-2016</b>	IDENTIFICATION NUMBER <b>03-344280-00-0</b>	Business Start Date <b>01-Feb-2016</b>
Business Location <b>3451 CANDELARIA RD NE</b>		Business End Date
City and State <b>ALBUQUERQUE, NM</b>		Zip Code <b>87107-1956</b>
Taxpayer Name <b>SMA OPERATIONS, LLC</b>		Taxpayer Type <b>LLC</b>
Firm Name <b>SMA OPERATIONS, LLC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>3451 CANDELARIA RD NE</b>		
City and State <b>ALBUQUERQUE, NM</b>		Zip Code <b>87107-1956</b>

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

Division Director Tax Administration

By Ron L. Scott

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

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

## 8. Veterans Preference - N/A

OFFEROR INFORMATION

OFFEROR: SMA Operations, LLC

AUTHORIZED AGENT: Peter Fant, P.E.

ADDRESS: 2904 Rodeo Park Drive East, Building 100, Santa Fe, NM

TELEPHONE NUMBER: (505) 473-9211

FAX NUMBER: (505) 471-6675

DELIVERY: same as above

STATE PURCHASING RESIDENT CERTIFICATION NO.: 03-344280-00-0

NEWMEXICO CONTRACTORS LICENSE NO.: 387899

SERVICE (S): **WATER & WASTE WATER TREATMENT PLANT OPERATIONS & MANAGEMENT SERVICE.**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

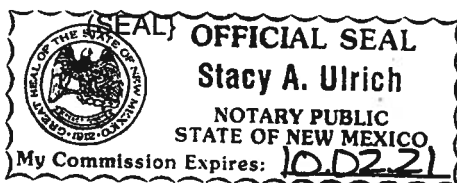
COUNTY OF Santa Fe } ss

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

[Signature]  
Signature

Subscribed and sworn to before me, this 12

day of February, 2019



[Signature]  
Notary Public Signature  
My Commission Expires: 10.02.21



## 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



Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

## State of New Mexico

Regulation and Licensing Department

### CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that: SMA OPERATIONS, LLC*  
**PERMANENT LICENSE #387899**


*Located at: 2904 RODEO PARK DR. EAST B-100, SANTA FE, NM 87505*

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**GB98**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*  
**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

  
Signature of Contractor

**02/19/2016**



Pat McMurray  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

**FEE SCHEDULE - EFFECTIVE JANUARY 2019**  
**SMA OPERATIONS, LLC**

**OPERATION AND MANAGEMENT SERVICES**

Operations Manager	\$ 80.00 per hour
Certified Operator IV	\$ 70.00 per hour
Certified Operator III	\$ 65.00 per hour
Certified Operator II	\$ 50.00 per hour
Certified Operator I	\$ 40.00 per hour
Operator IV	\$ 65.00 per hour
Operator III	\$ 60.00 per hour
Operator II	\$ 45.00 per hour
Operator I	\$ 35.00 per hour
Certified Laboratory Technician III	\$ 65.00 per hour
Certified Laboratory Technician II	\$ 50.00 per hour
Certified Laboratory Technician I	\$ 40.00 per hour

**EXPENSES**

All project-related expenses will be billed at rates determined with respect to current market pricing. Project related expenses shall be billed at cost + 10%. *A complete list of expense rates is available upon request.*

**OTHER SERVICES**

Telephone/facsimile/postage @ actual cost  
Vehicle @ \$25/day while on site  
Mileage @ \$0.58 per mile (or current IRS rate)  
Per diem \$149.00 per day (or max per-diem rate per USGSA)  
Other travel (car rental, air, etc.) @ actual cost

Travel time for operators will be invoiced to the Client based on travel from the SMA Operations Santa Fe Office (or nearer) to the City.

**SUBCONTRACTED SERVICES**

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

PRIVATE AND CONFIDENTIAL



## PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2018

### PROFESSIONAL SERVICES

#### Professional Staff

Principal	\$ 220.00	per hour
Senior Design Manager	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor/Manager II	\$ 165.00	per hour
Senior Engineer/Scientist/Surveyor/Manager I	\$ 145.00	per hour
Project Engineer/Scientist/Surveyor/Manager II	\$ 125.00	per hour
Project Engineer/Scientist/Surveyor/Manager I	\$ 110.00	per hour
Staff EIT/Scientist/LSIT II	\$ 100.00	per hour
Staff EIT/Scientist/LSIT I	\$ 90.00	per hour

#### Technical Staff

Senior Engineering/Design/Survey Tech V	\$ 120.00	per hour
Senior Engineering/Design/Survey Tech IV	\$ 105.00	per hour
Engineering/CAD/Design/Survey/Field Tech III	\$ 90.00	per hour
Engineering/CAD/Design/Survey/Field Tech II	\$ 75.00	per hour
Engineering/CAD/Design/Survey/Field Tech I	\$ 65.00	per hour
Construction Observer IV	\$ 110.00	per hour
Construction Observer III	\$ 90.00	per hour
Construction Observer II	\$ 75.00	per hour
Construction Observer I	\$ 60.00	per hour

#### Support Staff

Project Financial/Manager Assistant II	\$ 90.00	per hour
Project Financial/Manager Assistant I	\$ 70.00	per hour
Administrative Assistant IV	\$ 110.00	per hour
Administrative Assistant III	\$ 90.00	per hour
Administrative Assistant II	\$ 70.00	per hour
Administrative Assistant I	\$ 50.00	per hour

### EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

### OTHER SERVICES

Telephone/facsimile/postage @ actual cost  
Mileage @ \$0.58 per mile (or current IRS rate)  
Per diem \$149.00 per day (or max per-diem rate per USGSA)  
Other travel (car rental, air, etc.) @ actual cost

### SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



**Souder, Miller & Associates**  
Engineering ♦ Environmental ♦ Surveying

**PRIVATE AND CONFIDENTIAL**

PROPOSAL FOR:

# WATER AND WASTEWATER TREATMENT PLANT OPERATIONS AND MANAGEMENT SERVICES

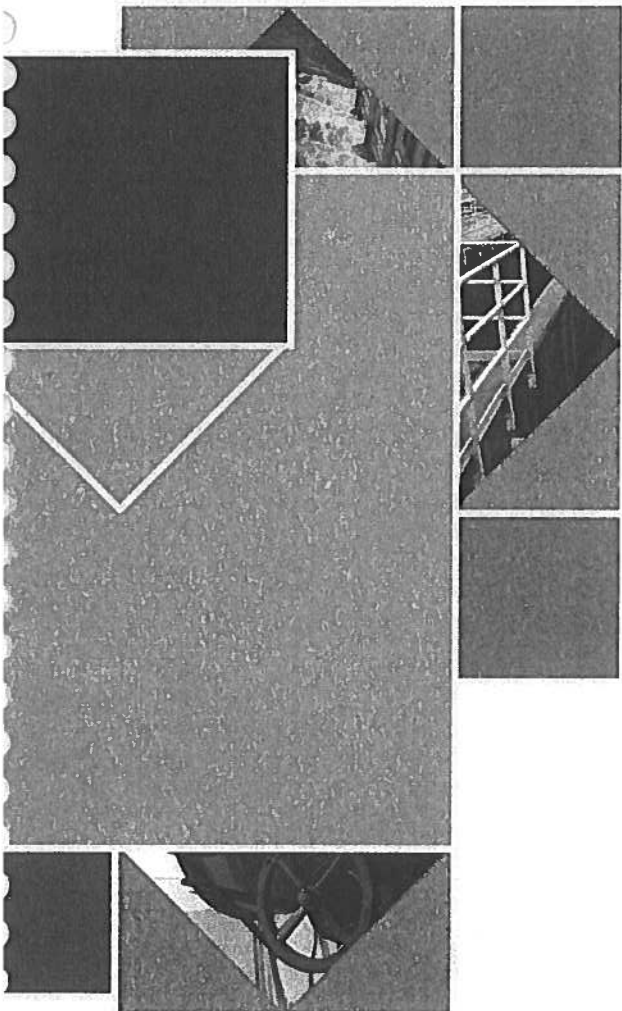
OPENING NO. 2019-7

PREPARED FOR:  
THE CITY OF LAS VEGAS, NEW MEXICO

PREPARED BY:

**JACOBS®**

FEBRUARY 12, 2019



February 12, 2019

City of Las Vegas  
Ms. Casandra Fresquez  
City Clerk  
1700 North Grand Avenue  
Las Vegas, NM 87701

**Subject: Water & Wastewater Treatment Plant Operation & Management Services – Opening No. 2019-7 (COST)**

Dear Ms. Fresquez and Selection Committee Members:

As requested in the RFP, please find our hourly rates and per diem rates for lodging and meals/incidentals, and federal mileage reimbursement rate, plus 10% markup for OH costs of processing.

If selected, we look forward to meeting with the City to negotiate a mutual acceptable contract.

Please contact me at [david.sohns@jacobs.com](mailto:david.sohns@jacobs.com) or (505) 975-1601 if you have any question or requests for clarification.

Thank you for your consideration.



Barbara Crockett  
Client Account Manager, Vice President



David Sohns  
Southwest, Operations Director

# Hourly Rates and Per Diem Costs

Listed below are the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.

Position	Range <sup>1</sup>	
Project Manager	\$100	\$104
WW Lead Operator	\$56	\$86
WW Operator	\$56	\$59
WT Lead Operator	\$71	\$89
WT Operator	\$57	\$57
Lead Mechanic	\$127	\$127
Operations Specialist	\$157	\$157
Compliance Specialist	\$157	\$157

<sup>1</sup> Bill rates may fall within a range, pending staff availability when services are requested.

Travel	Cost
Lodging Per Diem <sup>2</sup>	\$94
Meals/Incidentals Per Diem <sup>2</sup>	\$55
Mileage (per mile driven) <sup>3</sup>	\$0.58

<sup>2</sup> Will apply U.S. General Services Administration rates per [gsa.gov](http://gsa.gov)

<sup>3</sup> Will apply U.S. Federal Mileage Reimbursement rate per [irs.gov](http://irs.gov)

## Exceptions/Assumptions

Jacobs will not be responsible for the following items, beyond providing consultation, analysis, recommendations and support:

- Execution of permit or regulatory reporting, or compliance reportable sampling and compliance data management. Jacobs will assist with preparation of regulatory and compliance reports but will not assume signatory responsibility for those reports.
- Direct management of personnel issues, staff assignments, hiring/firing, union grievances, or imposing disciplinary actions.
- Direct management of plant safety programs and/or drug or alcohol policy management, although Jacobs staff will comply with Client safety requirements or Jacobs standards, whichever are more stringent.

February 12, 2019

City of Las Vegas  
Ms. Casandra Fresquez  
City Clerk  
1700 North Grand Avenue  
Las Vegas, NM 87701

**Subject: Request for Proposals – Water & Wastewater Treatment Plant Operation & Management Services – Opening No. 2019-7**

Dear Ms. Fresquez and Selection Committee Members:

We are excited to present our qualifications, experience, and expertise for the Water & Wastewater Treatment Plant Operations and Management Service for the City of Las Vegas. Jacobs not only offers the City access to O&M personnel, but to the regional resources, technical expertise, proven systems and processes, and the technical services only a fully integrated solutions provider can offer.

Jacobs stands ready to assist the City as a “qualified” Operations and Management partner. Your partner must be able to work with multiple stakeholders, the City’s Operations and Maintenance professionals, assist with meeting New Mexico and Federal permit requirements and work well with the City’s engineering consultants. We partner regularly with clients and often co-locate for project coordination.

Jacobs is committed to providing exceptional service to the City and offers the following unique advantages as your selected partner:

- ✓ Proven Partnership Track Record in New Mexico: Jacobs, has been providing successful operation and maintenance (O&M) partnerships in New Mexico since 1988.
- ✓ Duty to ethical behavior: For nine consecutive years, Jacobs has been named one of the World’s most Ethical Companies.
- ✓ Commitment to the environment: Jacobs’ industry leading environmental compliance record of 99.98% over the past 20 years is a proof of our capabilities and focus on eliminating violations and improving performance of our client’s water and wastewater facilities.
- ✓ Pledge to customer satisfaction: Jacobs is a leader when it comes to client satisfaction. Over the last five years, our existing contracts have been renewed almost 100% by our clients. We lead the industry contract renewal rate published by Public Works Financing in 2018.

Per the requirement outlined within the RFP, the minimum insurance requirements will be met, and the performance bond will be provided if Jacobs is selected. By selecting our firm as your future partner, Las Vegas will not only address its near-term challenges, but also achieve best-in-class water and wastewater operations. On behalf of Jacobs, we thank you for your consideration and look forward to the opportunity to bring our expertise for the benefit of the City of Las Vegas and its customers. As requested, our Federal Tax ID is 93-0784980 and our New Mexico Tax ID is 02-116850-00-4.

Sincerely,



Barbara Crockett, PE  
Client Account Manager, Vice President



David Sohns  
Southwest, Operations Director

**Full Contract Operations, Consulting, and Staff Augmentation**

The only truly integrated water and wastewater company in the industry, Jacobs can provide all the resources needed for O&M of water and wastewater facilities, including staffing, maintenance assistance, safety audits, staff training, CMMS, contract operations, engineering, and capital planning resources that might be required for optimizing operations of our clients’ facilities.



>20 YEARS OF  
**EXCEPTIONAL  
ENVIRONMENTAL  
COMPLIANCE**



**EXCELLENT SERVICE  
RESULTS IN  
LOW CONTRACT  
TURNOVER**



**A PARTNER  
COMMITTED TO  
TRANSPARENCY  
AND ETHICS**



## Table of Contents

Cover Letter .....	1
Table of Contents .....	2
Section A - Offeror's Identification .....	3
Section B - Campaign Contributions Disclosure Form .....	4
Section C - Personnel Experience .....	6
Section D - Licenses .....	13
Section E - Experience in Specialized Services referenced in scope .....	14
Section F - Documentation .....	16
Section G - Financial .....	17
Section H - Additional Information .....	18

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### Hourly Rates and Per Diem Costs

Included in separate envelope as per RFP instructions

# Section A – Offeror's Identification

## OFFEROR INFORMATION

OFFEROR: Jacobs OMI  
AUTHORIZED AGENT: Barbara Cuckell  
ADDRESS: 3721 Rutledge Rd, NE, Albuquerque, NM 87109  
TELEPHONE NUMBER: 505 855-5234  
FAX NUMBER: 505 883-7507  
DELIVERY: Hand Delivered  
STATE PURCHASING RESIDENT CERTIFICATION NO.: L16928449968  
NEW MEXICO CONTRACTORS LICENSE NO.: 93860  
SERVICE (S): WATER & WASTE WATER TREATMENT PLANT OPERATIONS & MANAGEMENT SERVICE.

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

## AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

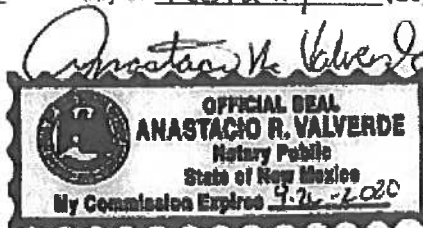
STATE OF New Mexico

COUNTY OF Bernalillo

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

Barbara Cuckell  
Signature

Subscribed and sworn to before me, this 11 day of February, 2019



# Section B – Campaign Contributions Disclosure Form

## 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

## Section B – Campaign Contributions Disclosure Form (con't.)

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

*Barbara A. Crockett*

2/12/2019

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Vice President

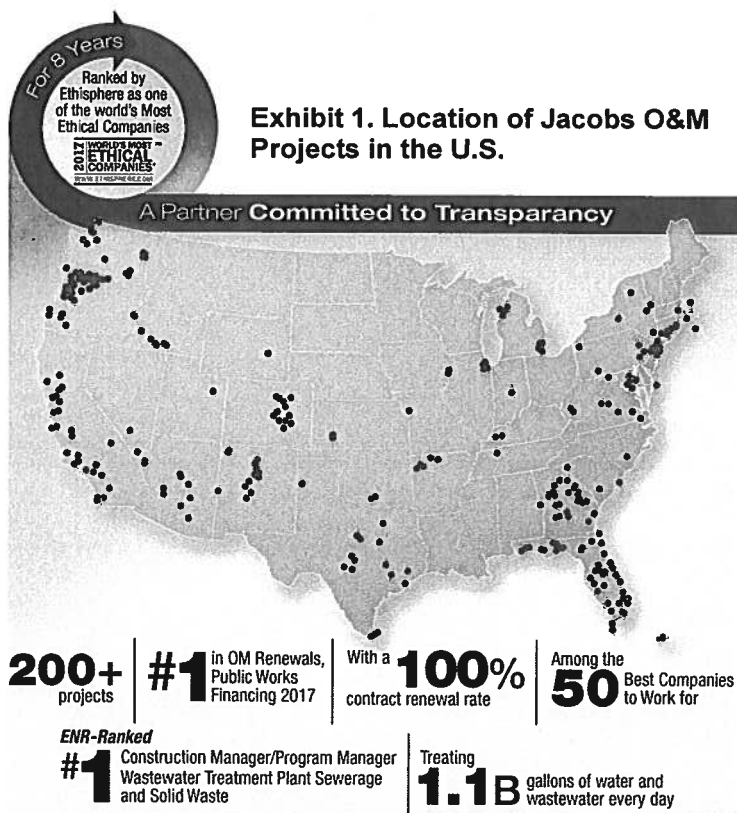
\_\_\_\_\_  
Title (Position)

## Section C – Personnel Experience

The City of Las Vegas (City) has unique challenges and Jacobs stands ready to assist as a "qualified" Operations and Management partner. As your partner, Jacobs will work with the City's Operations and Maintenance professionals, assist with meeting New Mexico and Federal permit requirements, and work well with the City's engineering consultants.

We are committed to providing exceptional service to the City and offer the following unique advantages as your selected partner:

- ✓ **Proven Partnership Track Record in New Mexico:** Jacobs, has provided successful operation and maintenance (O&M) services in New Mexico since 1988 when we were hired by the City of Grants to operate their water and wastewater utility system. Today we operate the utility systems for several communities in New Mexico and in the region. A testament to our client's satisfaction is our long-term partnerships (over 30 years in Grants) because we provide successful and cost-effective management, operation and maintenance services.
- ✓ **Duty to ethical behavior:** Jacobs has been named as one of the World's most Ethical Companies for nine consecutive years by Ethisphere. As the only firm in the O&M industry with this important recognition, our clients can be confident in having an ethical partner committed to always doing the right thing and placing our clients' interests first.
- ✓ **Commitment to the environment:** Jacobs' industry leading environmental compliance record of 99.98% over the past 20 years is a proof of our capabilities and focus on eliminating violations and improving performance of our client's water and wastewater facilities.
- ✓ **Pledge to customer satisfaction:** Jacobs is a leader when it comes to client satisfaction. Over the last five years, our existing contracts have been renewed almost 100% by our clients. We lead the industry contract renewal rate published by Public Works Financing in 2018.



Jacobs offers a full range of sustainable O&M solutions for public and private sector clients, including contract O&M of local government functions such as water, wastewater, public works, and community development; facilities management for Fortune 200 clients; and management and operations consulting services such as asset management, energy management, and revenue enhancement.

We provide communities and agencies with a complete range of custom-tailored operations and maintenance solutions. Our services include water and wastewater system and staff optimization; contract operations and maintenance of water, wastewater and other utilities all backed by a commitment to safety, quality, innovation and customer service. Jacobs' award-winning operations team provides full-service integration to the benefit of our clients' diverse systems. Our in-house operations and maintenance resources include 6,400 highly qualified employees at more than 200 sites in the U.S. Most of the wastewater plants that Jacobs operates are under 5 MGD. Our water and wastewater staff are forward-looking, innovative experts

and leaders, focused on helping our clients succeed through collaboration and careful cost management on every project, large or small, around the globe (Exhibit 1).

The world of contract O&M services is not an all or nothing game. Some communities only need or want specific assistance with a difficult problem or to improve performance in one area instead of full contract O&M services. Jacobs understands this and offers solutions to meet your specific needs, every day or just when you need it.

With our deep and diverse pool of local resources, we are perfectly positioned to serve communities like Las Vegas through our regional management team in New Mexico, Arizona, and Colorado. We provide on-site project

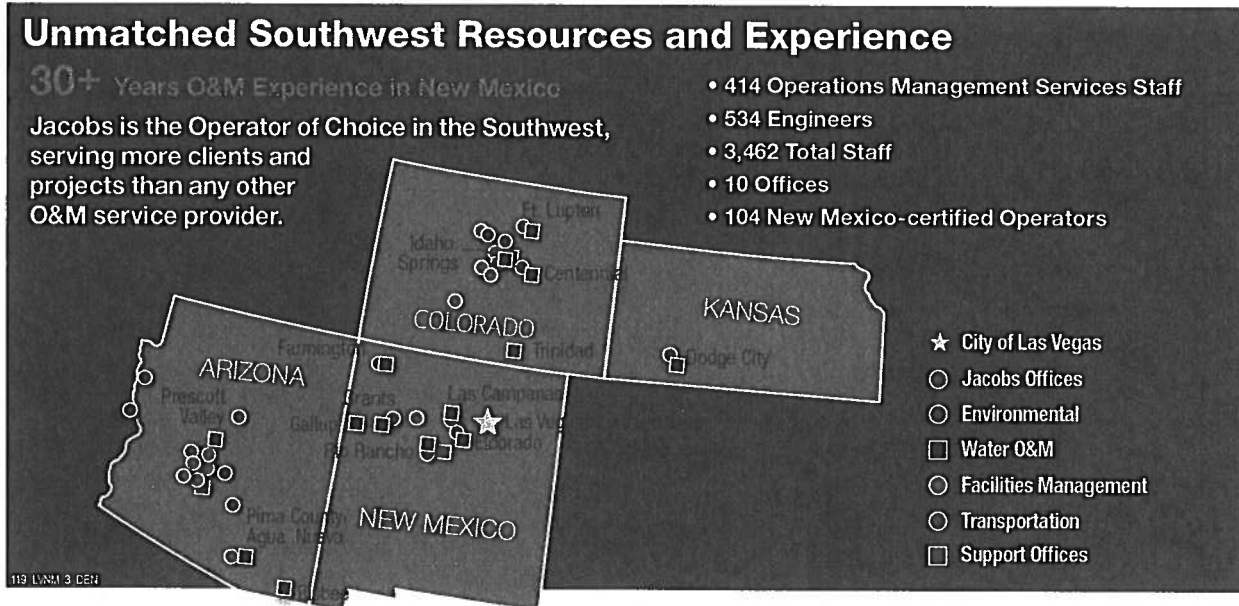
When Farmington NM's WTP 2 flooded in 2014, we were able to bring immediate Instrumentation and Control support from our Rio Rancho project to get the plant back up and running.



management and a resource network that brings all the benefits and services of our organization to you. With Jacobs, you aren't just hiring a few people – the entire company is here to meet your needs. Our Las Vegas project team will be fully supported by a network of knowledge, experience, and technology delivered through our engineering, technical, and management professionals in the Southwest region and beyond.

Jacobs is the operations contractor of choice in New Mexico. Our regional resources allow us to leverage a broad pool of resources to support the City of Las Vegas. Our New Mexico-based staff of 600, includes 104 certified operators of which 39 are New Mexico Level 4 certified operators and 61 professional engineers. This provides us with a unique opportunity to add significant value to this partnership. Our operations group serves hundreds of municipal, federal, and private-sector clients with a diverse array of services providing O&M to clients in New Mexico – the Cities of Gallup, Rio Rancho, Grants, Farmington, Eldorado, and Las Campanas Water and Sanitation Districts.

## Exhibit 2. Unmatched Southwest Resources and Experiences



Jacobs has provided creative and cost-effective solutions to our clients' most pressing challenges. Our innovative, high-tech solutions solve specific issues and optimize operations. We respond and adapt to whatever challenge our clients are facing, whether regulatory, financial, technical, or staffing. Drawing on our O&M expertise and experience gained from serving clients for over 40 years, Jacobs has provided our clients with the right solution at the right time. Operations services include but are not limited to:

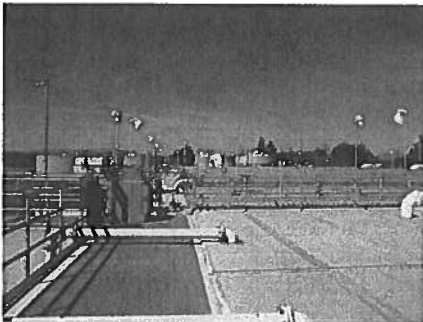
- Process Troubleshooting—Working side-by-side with our clients to identify, correct, and document process problems as quickly
- Comprehensive Performance Evaluation—Taking a high-level look at our clients' organizations to identify areas for improvement

- **Facility O&M Audits**—Providing a fresh, critical perspective that identifies areas in facilities where greater efficiencies are possible
- **Staffing Plan Evaluation**—Recommending staffing changes in alignment with our clients to help set goals and meet service level requirements
- **O&M Cost Estimating**—Identifying potential O&M cost-reduction strategies for our clients' facilities in the form of equipment, procedures, or other areas
- **Facility Documentation**—Reviewing existing O&M manuals, standard operating procedure (SOPs), unit process control procedures (UPCPs), and facility strategic operations plans to determine their accuracy and completeness; defining new procedures and information needed; and training operators to use the documentation to increase performance or efficiency

## Staff Augmentation Experience

Jacobs has provided several staff augmentation projects for various clients. Brief summaries of the project and services are listed below:

### City of Las Cruces, NM



The City of Las Cruces required assistance operating the 9 MGD Jacobs Hands Wastewater Treatment Plant. Jacobs provided full time support for three months and worked with the operations staff to complete the following:

- Reviewed process control and optimized treatment processes
- Assessed gaps in procedures and activities against best practices
- Developed O&M standards and standard operating procedures
- Developed procedures and a method to track performance metrics
- Evaluated cost optimization opportunities
- Conducted operator training
- Developed procedures, reports, and communication tools for daily treatment
- Implemented communication protocols

### Alexandria Sanitation Authority



Alexandria Renewable Enterprises was interested in developing better operational controls, employee skills, and improving staff teamwork at the sophisticated 54 MGD biological nutrient removal wastewater treatment plant. The Authority also wanted to prepare staff for several plant upgrades that were under development. Jacobs was brought in full time and onsite support for these efforts and implemented the following key elements:

- Energy optimization (\$400,000/yr savings US)
- Process control metrics and tracking/trending
- Integration of operations and maintenance communications
- Unit process training, in coordination with Virginia Tech
- Daily operating procedures, SOPs and rounds for new unit processes
- Staff mentoring for Operations Manager
- Operational support of W3 process water system improvements
- Operational support of Annamox configuration



## Gilbert, AZ



The City of Gilbert needed assistance operating the Town's 4 MGD WTP North Plant, 24- WTP Santan Vista, the distribution system, 28 wells, booster pump stations, and the certified water quality laboratory.

The Town asked Jacobs to work closely with their staff to evaluate operations and develop procedures, reports, and communication tools for daily water treatment operations and increased water quality at the laboratory, two water treatment plants, and the distribution system.

Working closely with staff and becoming part of their team, our technical experts implemented communication protocols including daily supervisor meetings, bi-weekly supervisor meetings, and opened communications between departments. We worked with the Town's staff in developing standard operating procedures and operation plans for the WTPs and the laboratory. We reviewed process control, developed work orders and trouble reports, determined process trigger points, and set target goals. The team developed weekly management reports for departments operations to track progress and maintain compliance with state regulations.

## Juneau, AK



The City and Borough of Juneau (CBJ) owns and operates three wastewater treatment plants, which treat wastewater from domestic and industrial users. CBJ engaged Jacobs to support its wastewater treatment operation with a six-month onsite presence to engage directly in teaching and training staff, supervising plant operations, and setting up systems to carry on after the conclusion of the onsite presence. Key accomplishments included:

- Formed a work schedule that covers daily plant needs, minimizes un-planned staff hours, gives shift operators exposure to the variety of responsibilities at the plants, and allows operators some discretionary time to apply toward plant projects and professional development
- Defined "process areas" within the plant and assigned responsibility for managing them to individual operators with appropriate oversight and mentorship. We provided frameworks for mentors to use in coaching their direct reports in process control
- Lead staff through a process of writing standard operating procedures (SOPs) for major treatment systems and tasks at the three plants. This undertaking provided more than simply a fresh set of written SOPs; staff's participation in the thinking and writing increased their understanding of, and commitment to, effective operation through defined procedures

## Salt Lake City, UT



The Salt Lake City Department of Public Utilities has a mission statement that pledges to "*cultivate and preserve a skilled, professional, and diversified staff that achieves the protection of the public health and environment through optimum performance of its facility.*"

To help support this mission at the award-winning 56 MGD Salt Lake City Water Reclamation Facility trickling filter/activated sludge wastewater treatment plant, Jacobs provided full time, onsite support to improve staff training, process control, career development, and troubleshooting. The 8-month program included the following key elements:

- Developing, designing website performance dashboard
- Process control metrics and tracking/trending
- Supporting operators in obtaining state certification
- Improvement to internal team communication
- Collaborating with O&M selecting key tasks to standardize Operator "rounds" activity development
- Planner/Scheduler implementation to improve asset response, reliability, and performance
- Enhancing safety awareness

## Our Proposed Team

Recognizing that success centers on the quality and capability of the staff managing and delivering your projects, we have handpicked the following team of resources to deliver exceptional service to City of Las Vegas.

Our proposed team include:

- Veteran team available with more than 100 years of combined water and wastewater experience, including long-time operation of some of New Mexico's most successful water and wastewater utilities. **Gerardo González Ortiz is our proposed Project Manager.** With 17 years of experience, Gerardo's expertise includes both water and wastewater treatment. He is skilled in process control, employee management, and daily facility O&M. His skills also include project administration, water and wastewater treatment plants operational assessment. Gerardo holds a New Mexico (NM) Wastewater Level IV and a NM Surface Water Supply Level IV, as well as a Puerto Rico Class IV Water and Wastewater Treatment Operator licenses.
- Gerardo will be supported by **David Sohns, SW Operations Director**, who has over 38 years of experience in the water and wastewater industries, David holds certification as a NM Class IV Water Operator and NM Class IV Wastewater Operator,
- Our New Mexico-based staff of 200, including 61 registered engineers and **104 certified operators including 39 New Mexico Level 4 certified operators**, provide us a unique opportunity to add significant value to Las Vegas.
- Other technical experts in the broad range of services required for water and wastewater O&M, including asset management and maintenance, utility assessment, environmental compliance, health and safety, and industrial pretreatment.

# Gerardo González Ortiz

## Project Manager

### EDUCATION/QUALIFICATIONS

Coursework in Wildlife Management,  
University of Puerto Rico, Humacao  
Campus, Humacao, Puerto Rico

### REGISTRATIONS/ CERTIFICATIONS

New Mexico Wastewater Level IV  
New Mexico Water Supply Level IV

### MEMBERSHIPS AND AFFILIATIONS

AWWA, WEF, RMWEA

### AWARDS/HONORS

2016 RMWEA George Burkes Jr.  
Award  
2017 RMWEA Plant Performance  
Award

### LANGUAGES

Fluent in English and Spanish

### OTHER

- 17 years of Wastewater Treatment Plant and Potable Surface Water Treatment Plant Operations
- 12 years w/Jacobs
- Featured story in December 2018 Treatment Plant Operator Magazine Cover Story
- Las Campanas, Santa Fe, NM

With 17 years of experience, Gerardo's expertise includes municipal and industrial water and wastewater treatment. He is skilled in process control, employee management, and daily facility O&M. His skills also include project administration, water and wastewater treatment plants operational assessment and vendor management.

The Las Campanas Water Coop and Gerardo won the 2016 RMWEA George Burkes Jr Safety Award and in 2017 the RMWEA Plant Performance Award. In 2018 the project was also highlighted in the Treatment Plant Operator Magazine for their dedication and contribution to the wastewater treatment plant operations.

### Areas of Expertise

- Domestic and Industrial Wastewater Treatment Plant Operations
- Storm & Raw wastewater Collection Systems
- Surface Water Treatment Plant Operations and Distribution Systems
- SWPPP/SPCC inspections and reports

### Relevant Project Experience

#### Las Campanas Water Coop, Santa Fe, NM

**Client:** Las Campana Water Coop

**Title:** Project Manager

**Start/End Dates:** October 2014 – Present

**Scope/Description:** Domestic 0.2 MGD Wastewater Treatment Plant and Water Distribution

**Responsibilities:** Responsible for the operations of the wastewater treatment plant, collection system and the Drinking Water System. Coordinate compliance sampling. Also coordinates and perform compliance samples and reports. Coordinate maintenance jobs.

#### Super Aqueduct of the North Coast, Arecibo, Puerto Rico

**Client:** Puerto Rico Aqueduct & Sewer Authority

**Title:** Assistant Project Manager

**Start/End Dates:** October 2013-October 2014

**Scope/Description:** 100 MGD Surface Water Treatment Plant

**Responsibilities:** Part of the team responsible for the Super Aqueduct transition and start-up). Contributed with his experience, knowledge and skills serving as a mentor to the Super Aqueduct supervisor in topic such as: plant budget, safety programs, compliance and other.

#### Bacardi Wastewater Treatment Plant, Catano, Puerto Rico

**Client:** Bacardi Corporation

**Title:** Project Manager

**Start/End Dates:** March 2010-October 2014

**Scope/Description:** 2 MGD Industrial Wastewater Treatment Plant, Anaerobic Digesters, Sulfur Removal Plant

**Responsibilities:** Responsible for the overall operations of the WWTP. Responsible for compliance sampling and reporting. Also responsible for the plant budget, safety program and sustainability program. Supervised a team of 8 associates.

The following table provides a summary qualification for key staff Gerardo González Ortiz, Project Manager and David Sohns, Operations Director. Also included are summaries for regulatory compliance, safety, and laboratory QA/QC staff if requested by the City.

Name, Role	Qualifications
<b>Gerardo González Ortiz - Project Manager</b>	<ul style="list-style-type: none"> <li>Over 17 years of experience in municipal and industrial water and wastewater treatment.</li> <li>Extensive experience in process control, employee management, and daily facility O&amp;M including project administration, water and wastewater treatment, and operational assessment.</li> <li>Holds a NM Wastewater Level IV and a NM Surface Water Level IV, as well as a Puerto Rico Class IV Water and Wastewater Treatment Operator licenses.</li> </ul>
<b>David Sohns - SW Operations Director</b>	<ul style="list-style-type: none"> <li>Over 38 years of experience in the water and wastewater industries, with an extensive background in superior client and employee relations. Areas of expertise include supervision of plant operations and maintenance staff, process control decisions, laboratory procedures and quality assurance/quality control, and regulatory reporting</li> <li>Holds certification as a New Mexico Class IV Water Operator, New Mexico Class IV Wastewater Operator, Texas Grade A Water Operator, and Texas Class A Wastewater Operator</li> </ul>
<b>Kevin Dixon - Regulatory Compliance</b>	<ul style="list-style-type: none"> <li>Over 35 years of experience in the regulatory aspects of water and wastewater treatment operations</li> <li>Expertise in regulatory compliance with the Clean Water Act, the Safe Drinking Water Act and other Federal and State regulations that apply to the operation of water wastewater treatment plants</li> <li>Director of Environmental Compliance group for Jacobs' O&amp;M projects, managing the Compliance and Reporting team tasked with assisting project staffs in maintaining compliance with regulatory requirements and reporting</li> </ul>
<b>Brad Starkey - Safety</b>	<ul style="list-style-type: none"> <li>Over 17 years of experience in development and management of health and safety programs for industrial clients, as well as facilities management</li> <li>Has conducted inspections to ensure compliance with federal and local regulations; has performed industrial hygiene monitoring for hundreds of project personnel</li> <li>Manages health and safety programs for major projects and government programs. His safety and health services have been provided for numerous Department of Energy (DOE) projects and facilities, including onsite supervision of craft labor during construction activities</li> </ul>
<b>Tommy Niknezhad - Laboratory QA/QC</b>	<ul style="list-style-type: none"> <li>More than 6 years of experience in water and wastewater laboratory compliance.</li> <li>Conducts laboratory audits to ensure laboratories are meeting local, state, and federal regulations.</li> <li>Experienced in inorganic and organic analysis including but not limited to BOD/CBOD, COD, titration techniques, chlorine, chloride, fluoride, ammonia, phosphorus, solids analysis, SOUR, TKN, sulfate, nitrate, nitrite, metals, sulfide, oil and grease, and microbial analyses</li> <li>Development and application of quality control/quality assurance policies and procedures to maintain accuracy of sampling and testing.</li> </ul>

## Section D – Licenses

Jacobs holds and maintains a New Mexico general contractor's license required by law to perform the work required by this contract as shown below.



New Mexico E-Services for Contractor Licensing



[Home Page](#)

### Company Details

Company Name	OPERATIONS MANAGEMENT INTERNATIONAL INC.	License Number	93860
Phone Number	3037400019	License Status	Active
Issue Date	05/09/2006	Expiry Date	05/31/2021
Volume	\$1000000.00 +		
<b>Address</b>			
9193 S JAMAICA ST.			
City	ENGLEWOOD		
State	CO	Zip Code	80112

### QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>THOMAS WILLIAM WETHINGTON</u>	380416	GF09	11/26/2013	Attached
<u>HARRY JAMES LOVATO</u>	380418	GF09	11/26/2013	Attached
<u>EDWARD MARTIN SALAZAR</u>	380417	GF09	11/26/2013	Attached

[Back to search page](#) [Back](#)

## Section E – Experience in Specialized Services

Jacob's O&M experience ranges in complexity from basic treatment systems to the application of the most advanced treatment technologies in the world. To each project, we bring management and technical expertise directed to meet the specific needs of our clients. Our team works together as a natural extension of our client's staff, offering our experience and depth of service to meet and exceed our client's expectations. Our unmatched integrated and local resources in all areas needed for daily O&M of the City's facilities provide the foundation for delivering cost-effect, reliable and safe water and wastewater treatment to the residents of the City of Las Vegas. Exhibit 3 depicts representative projects operated by Jacobs in New Mexico and the region.

Client references speak volumes about the true quality of a firm's services and its commitment to excellent customer service. These Jacobs clients can vouch for the positive change our services have brought to their utility operations.

***We have also included project descriptions that provide more detail of our partnerships in New Mexico in Section H – Additional Information.***

**Exhibit 3. Summary of regional facilities operated by Jacobs**

Plant Name	Plant Design Capacity (MGD)	Contact Information	Contract Commencement Date	Number of Staff
Eldorado Water and Sanitation District – Operation and Maintenance of Water System				
EA WSD Water Production & Delivery System	1	Mr. Steve King, General Manager 2 N. Chamisa Lane Santa Fe, NM 87508 505.466.2411 <a href="mailto:project.manager@EAWSD.org">project.manager@EAWSD.org</a>	12/1/2004	9
Las Campanas – Operation of Water and Wastewater Treatment Facilities, Wastewater Collection and Water Transmission				
Las Campanas WTP	1.5	Ms. Kimberly Visser, COOP General Manager 13 Plaza Nueva Santa Fe, NM 87507 505.930.7144 <a href="mailto:kvisser@lcwatersewer.coop">kvisser@lcwatersewer.coop</a>	11/13/2000	3
Las Campanas WWTP & Collection System	0.2		11/13/2000	3
City of Trinidad – Operation and Maintenance of Wastewater Treatment Facility				
Trinidad WWTP	2	Mr. Mike Valentine, Utility Manager 135 N Animas St Trinidad, CO 81082 719.846.9843 x122 <a href="mailto:mike.valentine@trinidad.co.gov">mike.valentine@trinidad.co.gov</a>	01/01/2017	6
City of Rio Rancho – Operation and Maintenance of Water and Wastewater Treatment Facilities, Wastewater Collection and Water Transmission Systems				
Rio Rancho Plant 1 WWTP	1	Mr. Jim Chiasson, Director of Utilities 3200 Civic Center Circle NE Rio Rancho, NM 87144 505.205.0327 <a href="mailto:jchiasson@rrnm.org">jchiasson@rrnm.org</a>	07/01/2002	77
Rio Rancho Plant 4 WWTPs	9 MGD Total			



## Section E – Experience in Specialized Services (con't.)

City of Farmington – Operation and Maintenance of Water and Wastewater Treatment Facilities, Wastewater Collection and Water Transmission				
City of Farmington WTP I	20	Mr. Jeff Smaka, Water/Wastewater Administrator 800 Municipal Drive Farmington, NM 87401.2663 505.599.1283 <a href="mailto:jsmaka@fmtn.org">jsmaka@fmtn.org</a>	01/12/2000	49
City of Farmington WTP II	10			
City of Farmington WWTP	6.7			
City of Grants – Operation and Maintenance of Water and Wastewater Facilities, Wastewater Collection, Water Transmission and Parks and Medians				
City of Grants WTP	6.5	Ms. Laura Jaramillo, City Manager P.O. Box 879 Grants, NM 87020 505.287.7927	11/01/1988	15
City of Grants WWTP	1.8			
City of Gallup – Operation and Maintenance of Wastewater Treatment Facility				
Gallup WWTP	5	Mr. Dennis Romero, Executive Director, Water, Wastewater, Sanitation 230 South Second Street Gallup, NM 87301 505.863.1289	12/12/2016	7
City of Bisbee – Water and Waste Water Utilities				
City of Bisbee WWTP	0.81	Dwayne Wallace, Operations Manager 1248 Melody Ln Bldg G Bisbee, AZ 85603 520.366.6009 <a href="mailto:dwallace@bisbeeaz.gov">dwallace@bisbeeaz.gov</a>	1/1/2019	5
Fort Lupton – Operation and Maintenance of the Waste Water and Water System				
Fort Lupton Wells	5	Mr. Claud Hanes, City Administrator 130 South McKinley Fort Lupton, CO 80621 303.857.6694 <a href="mailto:chanes@fortluptonco.gov">chanes@fortluptonco.gov</a>	08/01/1999	4
Fort Lupton WTP	4.3			
City of Fort Lupton WWTP	2.75			
Agua Nueva Reclamation Facility - Operation and Maintenance of the Waste Water System				
Agua Nueva Reclamation Facility	32	Mr. Jeff Prevatt, Deputy Director of Wastewater 520.256.5685	10/10/2010	16
Prescot Valley – Operation and Maintenance - Waste Water and Water System				
Prescott Valley WTP	2	Mr. Neil Wadsworth, Utility Division Manager 7501 Civic Circle Prescott, AZ 86314 928.759.3078 <a href="mailto:nwadsworth@pvaz.net">nwadsworth@pvaz.net</a>	11/1/1993	16
Prescott Valley WWTP	3.75			



## Section F – Documentation

Jacobs has 104 New Mexico certified operators. The certification levels by grade and number of employees certified are shown in the table below.

**Number of Water and Wastewater Certified Operators in New Mexico**

	New Mexico Waste Water Grade I	New Mexico Waste Water Grade II	New Mexico Waste Water Grade III	New Mexico Waste Water Grade IV	New Mexico Water Grade I	New Mexico Water Grade II	New Mexico Water Grade III	New Mexico Water Grade IV
Albuquerque	-	-	-	1	-	-	-	1
Farmington	2	2	6	7	4	7	3	9
Rio Rancho	2	6	4	7	3	6	3	7
Grants	-	2	-	1	2	1	1	-
Gallup	2	1	1	1	-	-	-	-
Las Campanas	-	1	-	1	-	2	-	1
Eldorado	-	-	-	1	2	1	1	2
<b>Totals</b>	<b>6</b>	<b>12</b>	<b>11</b>	<b>19</b>	<b>11</b>	<b>17</b>	<b>8</b>	<b>20</b>

# Section G – Financial

In response to the request for the Offeror's credit rating, the following letter provides Jacobs' business certification, officers, bank references, credit references and Dun & Bradstreet number.

## JACOBS

Jacobs Engineering Group Inc.

### Credit Information

Location: 1999 Bryan Street, Suite 1200  
Dallas, TX 75201

Business Classification: Engineering Design/Procurement Construction Management

Officers: Steven J Demetriou, President and CEO  
Kevin Berryman, Executive VP and CFO  
William B Allen, Senior VP and CAO

Bank References Bank of America  
Account Number: 3750076705  
Credit inquiries on commercial banking accounts are handled through  
[www.bankvot.com](http://www.bankvot.com). For questions about website please call 1-888-801-0091

### Credit References:

McJunkin Corporation  
PO Box 513  
Charleston, WV 25322  
[Marilyn.mcmahan@mrccglobal.com](mailto:Marilyn.mcmahan@mrccglobal.com)  
Or fax Marilyn at 866-468-0136

Symons  
P. O. Box 712299  
Cincinnati, OH 45271  
(847) 391-4700 ext 23919 – Colleen  
Acct. #840047

BMW Constructors Inc  
P. O. Box 22210  
Indianapolis, IN 46222  
(317) 267-0467 – Rick Shuman

Associated Staffing Inc  
626 Holcomb Bridge Rd #600  
Roswell, GA 30076  
Fax request to: (770) 643-8558 Attn: Valerie

Graybar  
12431 Collections Center Dr  
Chicago, IL 60693  
Fax Request to: (201) 596-2655 – Raquel  
Acct. #0000419754

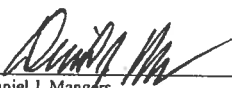
ARC  
1304 Langham Creek, #324  
Houston, TX 77084  
Fax requests to: (713) 779-6065

Hertz Equipment Rental  
PO Box 26390  
Oklahoma City, OK 73126-0390  
Fax requests only to (405) 979-3940

Grainger  
5959 W. Howard St.  
Niles, IL 60714-4014  
(847) 647-2060 Jacobs A/C# 825219496

Dun & Bradstreet Number: 07-410-3508

General Information: See Purchase Orders for taxability status.  
Federal Tax ID Number:  
Jacobs Engineering Group Inc. - 95-4081636

  
Daniel J. Mangers  
Vice President-Controller, Shared Services

# Section H – Additional Information

## **Familiarity with the City**

Jacobs provides O&M and engineering services to water and wastewater utilities throughout New Mexico and the US. We understand the importance of collaborating with our clients engineering staff, whether these services are provided in-house or by trusted consulting firms. Early and on-going interaction through the life of a project between the engineer and O&M staff will avoid costly changes to the design and operational challenges when new systems and facilities are brought on-line. Our approach to collaboration is important to the City because your staff has a long history working with Molzen Corbin (MC) staff who are intimately knowledgeable about your utility system, treatment facilities and the way you like to do business.

Jacobs has work with MC over the past 30 years on utility infrastructure projects in New Mexico. MC provides the engineering services to the Eldorado Water and Sanitation District, which Jacobs has operated since 2006. In recent years we have worked together on booster station improvements, pressure zone optimization studies, well design and operation, SCADA system upgrade and a utility master plan update.

Jacobs operates the City of Gallup's wastewater treatment plant and is currently completing upgrades to the facility under a design build contract. In the early stages after Jacobs assumed operation of the plant, we partnered with DePauli Engineering Consultants who is the "City Engineer". We worked together to identify improvements to the plant that would improve performance and meet regulatory requirements. Most recently, Jacobs completed a blending study as a subconsultant to DePauli because the City will be receiving surface water and blending with their groundwater.

## **New Mexico Project Descriptions**

The following project descriptions provide a summary of our O&M projects in Eldorado, Grants, Farmington, Las Campanas, and Rio Rancho, New Mexico.

# Eldorado, New Mexico

## Client Profile

Jacobs operates the water pumping, storage, and distribution system for the Eldorado Area Water and Sanitation District (the District) in Santa Fe, New Mexico. The 1 mgd system comprises 15 water wells, 7 pump stations, and 11 different pressure zones using 37 pressure reducing valves, and 120 miles of distribution line, serving a community of approximately 7,500 people in unincorporated Santa Fe County.

Jacobs performs meter reading, billing, collection, and customer service for the utility as well, serving nearly 3,000 accounts. This includes sending monthly billing and delinquency notices. A contract renewal in 2011 added utility line locating, meter change outs, and GIS mapping system assistance to our scope of work.

## Awards

- 2009 National Safety Council (NSC) Perfect Record Award
- 2009 NSC Award for Occupational Excellence Achievement
- 2009 NSC Award for Safety Leadership
- 2010 NSC Milestone Award
- 2010 NSC Perfect Record Award
- 2010 NSC Award for Occupational Excellence Achievement
- 2010 NSC Award for Safety Leadership

*Cash flow for the District has increased since Jacobs assumed O&M responsibility. We are also maintaining an excellent health and safety record on behalf of the client which includes earning the National Safety Council Perfect Record Award in 2009 and 2010, the 2010 Milestone Award for nearly 100,000 hours worked without a lost time accident, and the 2009 and 2010 Occupational Excellence Achievement and Safety Leadership Awards.*



## Water Distribution and Billing Challenge

When the District gained ownership of the Eldorado Area Water and Sanitation System in 2003, District officials needed help managing operations and maintenance (O&M) of its water distribution services. The water distribution system lacked policies, procedures, and as-built drawings, and was in need of a new billing system.

## Solution

The District selected Jacobs as its partner and, upon assuming O&M responsibility, we established written process and procedure manuals for all operation areas and created a process execution plan. We provided expertise to help the District revise its policies, including its New Water Service Policy, to implement best business practices.

Jacobs developed and implemented a billing and collection process with procedure manuals to standardize operations. We set up billing software for the system facilitating cash flow for the District. We reorganized customer interaction work stations, document holding and handling, and security procedures to improve customer service and efficiency. In 2010, we helped the District convert to new billing system software that eliminated much of the time-consuming data entry. We have provided expertise to the District as it considered rate increases as well as a new tiered billing structure. We are currently assisting the District with a meter read and billing cycle change that will provide financial benefit for the District and its customers.

Jacobs also provides repair services; we repaired several leaks in early 2005 caused by a harsh winter with near-zero temperatures. When a major water main failure occurred in 2006, we repaired the break within 23 hours with support from staff at our nearby Rio Rancho project. When cold weather hit in 2008, system water loss increased. With the help of Rio Rancho project staff and company technical experts, we determined several remote pressure reducing valves had failed and lacked the proper pressure rating when originally installed by the previous system owners. We assisted the client in obtaining and installing new pressure reducing valves with appropriate ratings.

# Farmington, New Mexico

## Client Profile

The City of Farmington needed O&M services to handle their water and wastewater system needs. In September 2015, the City Council unanimously renewed its contract with Jacobs for a third eight-year term.

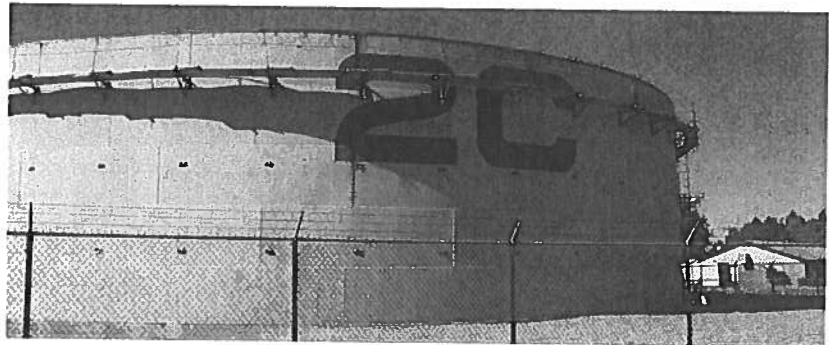
## Awards

- 2011 New Mexico Water and Wastewater Association (NMWWA) Good Housekeeping Award
- 2010 National Safety Council (NSC) Occupational Excellence Achievement Award
- 2009 New Mexico Water and Wastewater Association (NMWWA) Northwest Section President's Award—most improved wastewater treatment plant
- 2009 Rocky Mountain Section of the American Water Works Association Outstanding Water Treatment Plant Award

## Community Involvement

Jacobs employees participate in numerous community events and civic organizations, including the Navajo Ministries Four Corners Home for Children, Chamber of Commerce, local hospital Board, and host a Household Hazardous Collection Day twice per year.

*After an 8-year relationship with another contractor, the City selected Jacobs to improve performance and service at a lower cost*



## Water and Wastewater Operations and Maintenance Services

### Challenge

Jacobs assumed O&M responsibility for the Farmington water and wastewater systems from another contract operator, based on our proven ability to solve odor problems in residential areas, the depth of our technical resources, and our innovative solutions to lowering costs.

### Solution

Jacobs is responsible for managing two surface water filtration plants (20 and 10 million gallons per day [mgd]), three raw water pumping stations, 10 treated water pumping stations, 13 storage tanks, and approximately 340 miles of transmission and distribution grid. The wastewater system includes a 6.67 mgd trickling filter plant, 15 lift stations, approximately 275 miles of gravity sewer mains, a stormwater system, and an industrial pretreatment program. Staff assisted the City in the oversight of a \$13 million upgrade to the wastewater treatment plant (WWTP) that included the construction of a new headworks and added the first of three planned Medium Rate Activated Sludge basins resulting in reduced odors and seamless startup with no violations. Staff also assisted in the oversight of another \$14 million-dollar upgrade that converted the plant to 100 percent activated sludge, decommissioning the trickling filter process and adding UV disinfection.

Jacobs supervised the installation of a gas burner system designed to use waste gas at the WWTP to save heating costs and reduce odors. In 2014, the City amended the contract to have Jacobs conduct a meter change out program to replace 8,000 old water meters and 3,000 endpoints with Automatic Meter readers (AMR's) and leak detection modules. The completed project saves the City and estimated \$470,000 annually in lost revenue.

The project team has implemented a capital construction and improvements program for the City, evaluated all existing assets, and provided capital improvement recommendations. Jacobs instituted the use of ferric chloride at the water and wastewater plants to reduce metal levels and improve treatment processes. The project team improved gas capture, reducing serious odor problems at the WWTP.

# Grants, New Mexico

## Client Profile

Grants population of 10,000 is served by 15 Jacobs employees.

## Awards

- 2009 New Mexico Water and Wastewater Association (NMWWA) West Central Section President's Award—most improved wastewater treatment plant
- 2008 Rocky Mountain Water Environment Association (RMWEA) Plant Operation Merit Award
- 2007 National Safety Council (NSC) Perfect Record Award for 12 consecutive months without an occupational injury or illness resulting in days away from work
- 2007 NSC Occupational Excellence Achievement Award recognizing facilities with fewer reported injuries and illnesses than comparable businesses
- 2007 New Mexico Rural Water Association (NMRWA) John Paden Award
- 2007 NMWWA Collections Operator and Wastewater Operator of the Year Awards

*The City tapped Jacobs to benefit from our experience in environmental protection and day-to-day O&M providing quality of service.*

## Community Involvement

Employees rehabilitated San Jose Park by replacing and repairing the irrigation system, reseeding turf, replacing goal posts and fences, and installing playground equipment, saving the City \$68,769. The project team installed new irrigation wiring to valves at Wells Park Ballfields, saving the City more than \$6,000. Annually employees adjust 175 headstones at the Grants Memorial Park and assist with the Mt. Taylor Quadrathlon and the Annual Fire and Ice Bike Rally. They also helped with the display of the traveling Vietnam Memorial Wall when it came to the City in 2004.



## Water and Wastewater Operations and Maintenance Services

### Challenge

In 1981, the City of Grants suffered a lawsuit brought by the Acoma and Laguna Pueblos, charging that the Rio San Jose River, was being polluted by the City's effluent discharge. In an out-of-court settlement the City agreed to hire a qualified contract operator, and to construct a zero-discharge wastewater treatment facility. The City was put under a U.S. Environmental Protection Agency Administrative Order, with a required construction schedule.

### Solution

The City of Grants hired Jacobs to startup and operate its new facilities and expanded the contract scope to include operation of all City water utilities excluding customer service, billing and meter reading, and parks and grounds maintenance. Jacobs provides collection and distribution system O&M, effluent discharged for irrigating a golf course, lift stations O&M, parks and grounds maintenance, public works, pump station O&M, storage tank monitoring, wastewater lagoon O&M. The onsite project team adjusted flow pattern at the wastewater treatment plant to reduce chemical costs. By choosing to inject chemicals at the lift station employees reduced odor at the wastewater treatment plant. Jacobs reduced chlorine cost by 40 percent. Employees replace 10 water valves annually.

### Safety

As part of Jacobs Beyond Zero safety initiative, employees implemented a new standard operating procedure (SOP) requiring drivers to complete a 360-degree walk-around inspection before driving any vehicle to reduce vehicle incident.

# Las Campanas, New Mexico

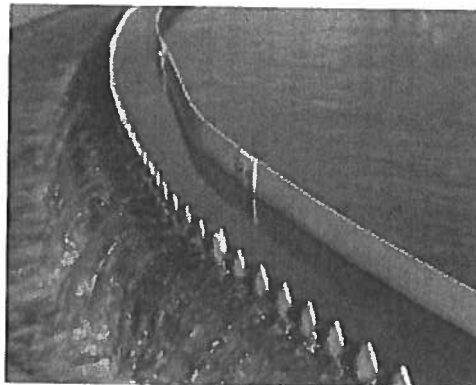
## Client Profile

In 2000, the Las Campanas Water and Sewer Cooperative selected Jacobs for contract operations and maintenance (O&M) of its water and wastewater facilities located in the Las Campanas subdivision north west of Santa Fe. Las Campanas' population of 1,000 is served by three Jacobs employees.

## Awards

- 2007 National Safety Council Perfect Record Award for 12 consecutive months without an occupational injury or illness resulting in days away from work

*Provided for system longevity through preventive, predictive, and corrective maintenance*



## Water and Wastewater Operations and Maintenance Services

### Challenge

The need to improve plant performance, permit compliance requirements, and the need to mitigate risks prompted the City to seek an experienced contract operator for its water and wastewater treatment facilities.

### Solution

Employees started up the project and successfully installed Jacobs proprietary management systems. Jacobs tested processes to determine that a new polymer would improve sludge dewatering and reduce sludge hauling costs. This testing helps staff save \$10,000 annually. Staff improved treatment process efficiency by 50 percent in the first year of operations.

The scope of services for the water systems includes chlorination and valve interface; pressure pump system, fire pump, and backup power system; installation and reading of water meters; and providing water interface for the potable tank (750,000 gallons) and golf course water supply. Wastewater facility systems include a sequencing batch reactor with a capacity of 200,000 gallons per day, 10 lift stations, sludge disposal, effluent reuse and distribution for the area's golf courses, and manhole maintenance.



# Rio Rancho, New Mexico

## Client Profile

Jacobs began providing operations and maintenance (O&M) of the City of Rio Rancho's (the City) water and wastewater systems in 2002, employing 71 associates and serving a population of 88,000.

## Awards

- 2011 Rocky Mountain Section American Water Works Association (RMSAWWA) Ralph M. Leidholdt Water Treatment Plant (WTP) Operator Award, Rocky Mountain Water Environment Association (RMWEA) Plant Operations Merit Award, Plant Maintenance Merit Award, and Analytical Merit Award winner
- 2010 Occupational Safety and Health Administration Star Voluntary Protection Program (VPP) renewal for excellent workplace safety, RMWEA Plant Maintenance Award and Plant Operations Merit Award recipient
- 2009 RMSAWWA WTP Maintenance Award and RMWEA Industrial Pretreatment Award and Collection System Award winner
- 2009 Quality New Mexico Pinon Recognition Award
- 2008 RMWEA Industrial Pretreatment Award, Analytical Merit Award, and Collection System Award recipient

*It has been a successful transition with no reduction in customer services*



## Water and Wastewater Operations and Maintenance Services

### Challenge

City officials needed help managing O&M of the City's water and wastewater system, including management of wells, water reservoirs, pumping stations, lift stations, distribution lines and sewer mains.

### Solution

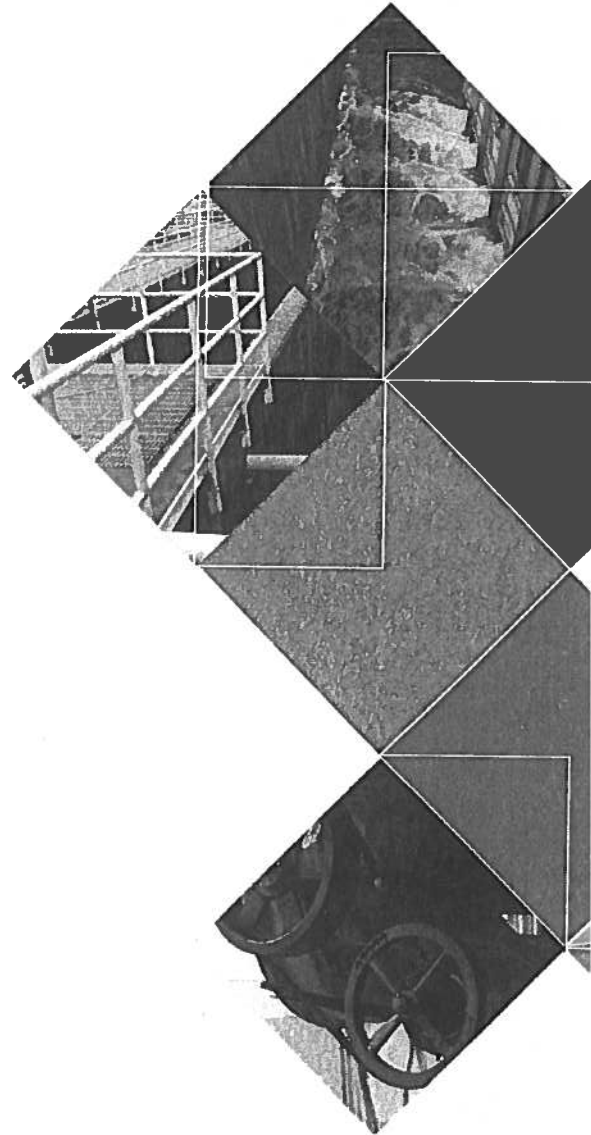
Jacobs began managing O&M of the City's water and wastewater system in June 2002, which had been managed by incumbent Severn Trent since 1998, making it a successful transition with no reduction in customer services.

The scope of work includes management of 22 deep wells with a peak water supply of 23,250 gallons per minute (gpm), 18 water reservoirs with a total storage capacity of 41 million gallons, 10 water-pumping stations, approximately 350 miles of transmission and distribution lines, 26 lift stations, 10 miles of force mains, and more than 7,038 manholes.

The wastewater system consists of six treatment facilities: a 6 million gallons per day (mgd) nitrate removal plant, two 1.2 mgd activated sludge plants, and two 0.5 mgd membrane bioreactor facilities (with a build-out capacity of 10 mgd). Construction of two membrane plants was completed and commissioned in 2006. Both plants use Zenon filtration technology and were built to accommodate area growth, serving two subdivisions. We successfully commissioned and brought online 10 new arsenic treatment potable water facilities, the two new wastewater plants, and numerous upgrades to facilities while maintaining continuous service. We have maintained 100 percent permit compliance and provided operational expertise to the City on proposed projects and construction activities. The onsite team is now performing meter installation and line spotting.



CONTACT:  
David Sohns  
SW Operations Director  
Operations Management & Facilities Services  
Mobile: 505.975.1601  
david.sohns@jacobs.com



[www.jacobs.com](http://www.jacobs.com)

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## SCORING MATRIX

### RFP 2019-07 Water & Waste Water Treatment Plant Operations & Management Services

	Jacobs	Souder, Miller & Associates
<b>1. Specialized Services as defined in Scope of Work</b> <b>20 points</b>	Evaluator #1---20 Evaluator #2---18 Evaluator #3---20 Evaluator #4---17 Evaluator #5---16	Evaluator #1---20 Evaluator #2---20 Evaluator #3---15 Evaluator #4---19 Evaluator #5---18
<b>2. Capacity and Capability</b> <b>20 points</b>	Evaluator #1---20 Evaluator #2---18 Evaluator #3---15 Evaluator #4---17 Evaluator #5---17	Evaluator #1---20 Evaluator #2---20 Evaluator #3---20 Evaluator #4---19 Evaluator #5---16
<b>3. Past Record Performance</b> <b>20 Points</b>	Evaluator #1---0 Evaluator #2---15 Evaluator #3---0 Evaluator #4---0 Evaluator #5---14	Evaluator #1---20 Evaluator #2---20 Evaluator #3---15 Evaluator #4---19 Evaluator #5---15
<b>4. Familiarity with City</b> <b>15 Points</b>	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---10	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---12 Evaluator #5---13
<b>5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff</b> <b>20 Points</b>	Evaluator #1---20 Evaluator #2---20 Evaluator #3---20 Evaluator #4---15 Evaluator #5---18	Evaluator #1---20 Evaluator #2---20 Evaluator #3---20 Evaluator #4---19 Evaluator #5---16
<b>6. Residential or Military Preference</b> <b>5 Points</b>	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---0 Evaluator #2---0 Evaluator #3---5 Evaluator #4---5 Evaluator #5---0
<b>Totals</b>		
	Evaluator #1---60 Evaluator #2---71 Evaluator #3---55 Evaluator #4---49 Evaluator #5---75	Evaluator #1---95 Evaluator #2---95 Evaluator #3---90 Evaluator #4---93 Evaluator #5---78
	<b>62.00</b>	<b>90.20</b>

Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

### EVALUATION SHEET

Offerors: JACOBS water & wastewater plant maint. & services

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	20
2. Capacity and Capability	20	20
3. Past Record and Performance	20	0
4. Familiarity with City	15	0
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	20
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>60</b>

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### EVALUATION SHEET

Offerors: *SMA Operations*      *Water - & waste water plant Maint. & Services*

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	20
2. Capacity and Capability	20	20
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	20
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>95</b>

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2

### EVALUATION SHEET

**Offerors:** ~~Vehrs~~ Water and Wastewater treatment plant operators and Mgt. Services

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): Jacobs		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	18
2. Capacity and Capability	20	18
3. Past Record and Performance	20	15
4. Familiarity with City	15	0
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	20
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>71</b>

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2

### EVALUATION SHEET

**Offerors:** Water and Wastewater Treatment Plant Operations and Maint. Services  
Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): SMA		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	20
2. Capacity and Capability	20	20
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	20
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>95</b>



Copies are available upon request.

3

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

### EVALUATION SHEET

**Offerors:** *Management Services for Water & Waste Water*

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <i>Jacobs</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	20
2. Capacity and Capability	20	15
3. Past Record and Performance	20	0
4. Familiarity with City	15	0
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	20
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>55</b>

Copies are available upon request.

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3

### EVALUATION SHEET

Offerors: *SMA / Management Services*

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <i>SMA</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	<i>15</i>
2. Capacity and Capability	20	<i>20</i>
3. Past Record and Performance	20	<i>15</i>
4. Familiarity with City	15	<i>15</i>
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	<i>20</i>
6. Residential or Military Preference	5	<i>5</i>
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b><i>90</i></b>

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### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <u>JACOBS</u>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	17
2. Capacity and Capability	20	17
3. Past Record and Performance	20	0
4. Familiarity with City	15	0
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	15
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>49</b>

4

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### EVALUATION SHEET

**Offerors:** Management + Ops

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): SMA		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	19
2. Capacity and Capability	20	19
3. Past Record and Performance	20	19
4. Familiarity with City	15	12
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	19
6. Residential or Military Preference	5	5
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>93</b>

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### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <u>Jacobs Water &amp; Waste Water Operation &amp; Management</u>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	16
2. Capacity and Capability	20	17
3. Past Record and Performance	20	14
4. Familiarity with City	15	18
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	18
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>75</b>

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5

### EVALUATION SHEET

Offerors: *Management + Ops*

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <i>SMA Water &amp; Waste Water Operations + Management</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	18
2. Capacity and Capability	20	16
3. Past Record and Performance	20	15
4. Familiarity with City	15	13
5. Water/Waste Water Certified Employees Level I,II,III,IV operators on staff	20	16
6. Residential or Military Preference	5	0
<b>Subtotal Proposals Scope of Services</b>	<b>100</b>	<b>78</b>

## Regular or Special

### CITY COUNCIL MEETING AGENDA REQUEST

**DATE:** 02/13/19

**DEPT:** Utilities

**MEETING DATE:** 02/20/19

**ITEM/TOPIC:** Award request for proposal #2019-08 for commercial electrical services.

**ACTION REQUESTED OF COUNCIL:** Award request for proposal #2019-08 to The Electric Horseman, Inc.

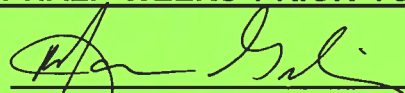
**BACKGROUND/RATIONALE:** This proposal will assist the City with commercial electrical services as needed.

Advertised: 01/25/19 – Las Vegas Optic, Albuquerque Journal and City website  
Proposal Opening: February 12, 2019  
Proposers: 1 – The Electric Horseman, Inc.  
Funding Source: City Funding  
Budget Line Item: Designated line item number by each division as services are needed.

**STAFF RECOMMENDATION:** Approval to award proposal #2019-08 to The Electric Horseman, Inc.


**COMMITTEE RECOMMENDATION:** This item will be discussed at the Utility Advisory committee meeting on March 11, 2019 for ratification as the meeting in February took place before the agenda request was submitted.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULÉ-GIRÓN  
MAYOR

  
ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

\_\_\_\_\_  
TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)



CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 12-Feb-2019

OPENING NO.: 2019-08

TIME: 2:30 PM

DEPARTMENT: UTILITIES

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

ITEM(S): COMMERCIAL ELECTRICAL SERVICE

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 The Electric Horsemen				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
<i>[Signature]</i>	CLV Project Mgt.
<i>[Signature]</i>	CLV P/M
<i>[Signature]</i>	CLV Purchasing
<i>[Signature]</i>	CLV Antiquary

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

OPENED BY: FINANCE DEPARTMENT

DATE: 2-12-19

DATE: 2/12/2019

COPIES TAKEN BY DEPT:

DATE: 2/12/19

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:30 am/pm, Feb 12, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### COMMERCIAL ELECTRICAL SERVICE

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

1700 N GRAND AVE  
LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **COMMERCIAL ELECTRICAL SERVICE** Opening No. 2019-8 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Ann M. Gallegos  
ANN MARIE GALLEGOS, INTERIM CITY  
MANAGER

Esther Garduno-Montoya  
ESTHER GARDUNO-MONTOYA, CITY ATTORNEY

Cassandra Fresquez  
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega  
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2019-08

Date Issued: 1/22/2019

Published: LAS VEGAS OPTIC  
ALBUQUERQUE JOURNAL  
www.lasvegasnm.gov

Jan 25 .2019  
Jan 25 .2019  
Jan 25 .2019

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): **COMMERCIAL ELECTRICAL SERVICE.**

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ }

\_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

### **AWARDED PROPOSAL**

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

### **TIMETABLE**

Proposal 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: Feb 12, 2019; 2:30 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: \_\_\_\_\_, 2019. The successful offeror will be notified by mail.

### **ENVELOPES**

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

### **BRIBERY AND KICKBACK**

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

### **RESPONSIBILITY OF OFFEROR**

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

### NON-COLLUSION

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

### CLARIFICATION OF PROPOSAL

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

### MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

### APPLICATION OF PREFERENCE

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

### FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### **NEW MEXICO TAX IDENTIFICATION NUMBER**

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

### **SPECIAL NOTICE**

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

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

### **NEGOTIATION**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

### **CONTRACT**

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

### **TAXES:**

Bidder must pay all applicable taxes.

### **NOTE:**

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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



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

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR COMMERCIAL ELECTRICAL SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for commercial electrical services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide miscellaneous Electrical Services in various Water Treatment Plant, Waste Water Treatment plant, Solid Waste, Gas and City of Las Vegas facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The contractor shall provide all necessary services to keep electrical equipment in operation.
2. Tasks include maintenance, repair or upgrade work such as (but not limited to): trouble shooting to identify and address electrical malfunctions or issue affecting the performance of overload relays, variable frequency drives, motors, treatment chemical level sensors, treatment plant call out systems, heaters, lights and any other treatment plant equipment.
3. Services could also include the installation of new or the upgrading of existing electrical service to support new or upgraded equipment for operations.
4. The contractor agrees to furnish all necessary labor, materials, and equipment, and to perform all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
5. Contractor shall provide on-site supervision at all times for all of their work to be performed.

### **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PROPOSAL FOR COMMERCIAL ELECTRICAL SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

**2.3 Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror's familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate

Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

## **5.2 INSURANCE CERTIFICATE**

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

## **6. INSTRUCTIONS TO OFFEROR**

### **6.1. REQUEST FOR PROPOSAL DOCUMENTS**

#### **6.1.1 Copies of Request for Proposals**

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

#### **6.1.2 Interpretations**

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

#### **6.1.3 Addendum**

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

### **6.2 PROPOSAL SUBMITTAL PROCEDURES**

#### **6.2.1 Format and Section Requirements of Proposals**

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.

d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1. Offeror's Identification

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

2. Campaign Contributions Disclosure Form

i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.

3. Personnel Experience

i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.

4. Licenses (if applicable)

i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.

5. Experience in Specialized Services referenced in scope

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

6. Documentation

i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.

7. Financial (If Applicable)

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

8. Additional Information

i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- 10. Cost
  - i. The Offeror shall provide in a sealed envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

#### **6.2.2 SUBCONSULTANTS**

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

#### **6.2.3 PREQUALIFICATION PROCESS**

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### **6.2.4 DEBARRED OR SUSPENDED CONTRACTOR**

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

#### **6.2.5 REJECTION OF SUBMITTED PROPOSALS**

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
  - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
  - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals

submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### **6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### **6.2.7 REJECTION OF CANCELLATION OF PROPOSALS**

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### **7. CONSIDERATION OF PROPOSALS**

#### **7.1 RECEIPT, OPENING AND PROPOSALS:**

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

#### **7.2 PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror,

setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
  - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
  - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION



## **8.1 PROTESTS**

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

## **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

## **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

## **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

## **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

## **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

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

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities,

personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).

- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

## 12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

## 12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.

- m. **Notices:** Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. **Professional Standards:** The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. **Scope of Contract:** This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. **Subject to Other Documents:** This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. **Term:** The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. **Termination:** Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. **Timelines:** All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. **Work Stoppage:** The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. **Bribes, Gratuities and Kick-Backs:** Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. **Design Professional Registration:** All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. **Fees:** A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. **Funding:** The solicitation is subject to availability of funds to accomplish the work.
- e. **Governing Law:** The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. **Independent Contractors:** The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. **Professional Liability Insurance:** The Offeror will be required to carry professional

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

**Offerors:**

Proposal must address each of the following criteria.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	

**The ELECTRIC HORSEMAN, Inc.**  
**...an electrical services co.**  
**DENNIS M. LUCERO**  
**License #84183**

electrichorseman1@msn.com

NM Public Works Contractor Registration #002306020110816

14B Rudolph Dr.  
Las Vegas, NM 87701

Phone: (505) 454-4700

Fax: (505) 454-4707

Mobile Dennis (505) 617-2001

**Section A: Offeror's Identification**

Please see attached Notarized affidavit. The Electric Horseman, Inc. will be considered the General Contractor on **RFP#2019-8, Commercial Electrical Services**. The following are Electric Horseman personnel who are authorized for preparation and execution of the contract:

- **Dennis Lucero**, President. Contact phone number: 505-617-2001.  
Dennis is a 1985 graduate of New Mexico Highlands University earning an A.S. in Electrical Technology. He became a licensed journeyman in 1983. Dennis entered the IBEW as an apprentice in Albuquerque after graduation and completed four years of additional training in all facets of the electrical industry. Dennis also holds The Electric Horseman's EE98 license. In 2001 The Electric Horseman became a distributor of Gamewell/FCI by Honeywell Fire Alarm Systems.
- **Annette Lucero**, Vice President/Office Manager. Contact phone number: 505-454-4700. Annette is a 1984 graduate of New Mexico Highlands University earning a B.A. in Business Administration. She has been with the company since inception and runs our corporate office.

OFFEROR INFORMATION

OFFEROR: The Electric Horseman, Inc.

AUTHORIZED AGENT: Dennis M. Lucero

ADDRESS: 14B Rudolph Dr. Las Vegas, NM 87701

TELEPHONE NUMBER ( 505 ) 454-4700

FAX NUMBER ( 505 ) 454-4707

DELIVERY: Same as above

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0648172848

NEW MEXICO CONTRACTORS LICENSE NO.: 84183

SERVICE (S): **COMMERCIAL ELECTRICAL SERVICE.**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

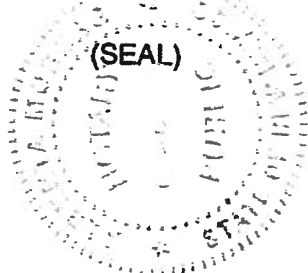
STATE OF New Mexico }

COUNTY OF San Miguel } ss }

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

[Signature]  
Signature

Subscribed and sworn to before me, this 11 day of February, 2019.



[Signature]  
Notary Public Signature

2

My Commission Expires: 1/25/21

**Section B: Campaign Contributions Disclosure Form  
Federal Identification Number**

Please see attached Campaign Contributions Disclosure Form  
and  
Federal Identification Number



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

02/11/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title (Position)

### NON-COLLUSION

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

### CLARIFICATION OF PROPOSAL

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

### MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

### APPLICATION OF PREFERENCE

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

### FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0473451

SOCIAL SECURITY NUMBER: \_\_\_\_\_

## **Section C: Personnel Experience**

The Electric Horseman, Inc. employs eleven full-time employees as well as two part-time helpers. Our employees are highly trained individuals who can maintain the pace of a job and still maintain the highest standards of quality. We take pride in the fact that all these employees are from the vicinity of Las Vegas, NM. All our journeymen are continually keeping up with industry standards by way of continuing education classes. Our fire alarm technicians attend mandated out of state classes so they can keep up with new trends and training for the Honeywell/Gamewell/FCI fire alarm systems we distribute. Our apprentices are trained by the Northern New Mexico Independent Electrical Contractors association; reports and dues are paid to them monthly. The following are personnel who may be working on service calls or jobs with the city of Las Vegas. Laborers and helpers listed may also be assisting on job sites.

- Dennis M. Lucero, NM Journeyman's License #: EE98J-07394. Electrical work experience is approximately 36 years.
- Daniel Hutchinson, NM Journeyman's License #: JE98-101237. Electrical work experience is approximately 19 years.
- Orlando Gold, Jr. Journeyman's License #: EE98J-355846. Electrical experience is approximately 16 years.
- Anthony Sandoval, NM Journeyman's License #: JE98-. Electrical experience is approximately 14 years.
- George Cruz, NM Journeyman's License #JE98-. Electrical experience is approximately 7 years.
- Jonah Cruz, CO Journeyman's License #. Electrical experience is approximately 8 years.
- Harold Sena, laborer.
- Jonathan Martinez, laborer
- Joseph Martinez, laborer.
- Randall Armijo, helper.
- Mateo Gold, helper.
- Elmer Alcon, Safety Coordinator.

The Electric Horseman, Inc, and its employees are familiar with many aspects of the City of Las Vegas's utilities system as we have been awarded and completed several jobs for the city: Taylor Well #7 Replacement, Taylor Well #7 Phase 2, the CLV North Grand Effluent Reuse project. We are frequently called by CLV maintenance personnel to troubleshoot and repair or service various problems that may arise.

**Current volume of work with the City of Las Vegas which is less than 75% complete:** Las Vegas Municipal Airport PAPI Installation project – 20% complete.

### **Section D: Licenses**

Attached is The Electric Horseman's Electrical Contracting License showing Dennis Lucero as the qualifying party.

Gary Johnson  
Governor

STATE OF NEW MEXICO

REGULATION AND LICENSING DEPARTMENT

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive  
Santa Fe, New Mexico 87501

*This is to certify that:*

**LUCERO, DENNIS M.**

**217231**

**THE ELECTRIC HORSEMAN, INC.**

*Has qualified for the following classifications*

**EE98 09/27/2000**

Kelly S Ward  
Superintendent

Robert Unthank  
Director

*As set up by the CONSTRUCTION INDUSTRIES DIVISION*

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on this twenty-seventh day of September 2000*

*Dennis M. Lucero*  
Signature of Qualifying Party

*Robert M. Unthank*  
Director

NOTE: This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.

PERMIT 217231 EE98

## **Section E: Experience in Specialized Services**

**Technical Approach:** When called upon, we first evaluate the project, construct a plan to remedy it, contact the owner to discuss our strategy and submit a written quote or perform work on a time and material basis if instructed to do so. Being in existence since 2000, the Electric Horseman, as a company, has nineteen years of experience. Below is a list of references. Following the references is a list of jobs that have been awarded and completed or are in progress. Although we can do residential work, our primary focus is on commercial electrical work.

### **References:**

#### **Customers**

Tom Meserve, Director of Operations Las Vegas City Schools	505-454-5722/505-454-5711
Adam Bustos, Purchasing Director New Mexico Highlands University	505-454-3053/505-454-3109
Matthew Cordova, Physical Plant Director Luna Community College	505-454-2530
Jerry Maestas, Project/Construction Manager West Las Vegas School District	505-426-2516/505-426-2318
Ben Ortega, Maintenance Supervisor NM Behavioral Health Institute	505-454-2250

#### **Architects/Engineers**

#### **Phone#/Fax#**

David Gonzales, Peak Power Engineering	505-982-7071/505-982-2274
Kevin Balciar, Soleil West	505-293-1477/505-237-8314

#### **General Contractors**

Franken Construction James Franken, President	505-425-7578/505-454-1394
Stoven Construction Jeff Romero, President	505-884-7550/505-884-7551
Cross Connection, Inc. Michael Sanchez, Project Coordinator	505-747-4868/505-747-4869

#### **Accountant**

William Tuttle, CPA	505-454-9051/505-454-9065
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### **Bonding Company**

Phillip Wolff, III, HUB International

505-425-9325/505-204-7591

### **Banking**

Patricia Martinez, Wells Fargo Bank, NA  
Jonathan Madrid, Southwest Capital Bank

505-454-1411 ext.101/505-425-5671  
505-425-7565/505-425-8501

### **Suppliers**

Mike Prada, Summit Electric Supply  
Dale Rockwood, Gexpro  
Ronald Landavazo, Border States Electric  
Mark Delaney, Mountain States Agency

800-824-4400/505-438-3300  
505-243-8500/505-243-8511  
505-344-1313/505-344-7474  
505-867-5805/505-867-5034

### **Projects Currently Under Contract\*\* Projects Awarded and Completed**

	<b><u>Name of Project/ Owner</u></b>	<b><u>Architect/Engineer</u></b>
**	Las Vegas Municipal Airport PAPI Installation Las Vegas, NM	Molzen-Corben 505-242-5700
**	NMHU Rodgers Hall Renovations New Mexico Highlands University Las Vegas, NM	Baker Architecture + Design 505-254-4697
**	Pecos Valley Medical Center Pecos, NM	SMPC Architects 505-255-8668
	WLV Middle School Renovations West Las Vegas School District Las Vegas, NM	Wilson & Company 505-348-4000
	NMHU Media Arts Trolley Barn NM Highlands University Las Vegas, NM	Baker Architecture +Design 505-254-4697
	Luna Community College LCC Automotive Technologies Las Vegas, NM	Wilson & Company 505-348-4000
	UNM Taos Klauer Campus Landscape/Hardscape Package Taos, NM	Living Design Group 575-751-9481
	City of Las Vegas Taylor Well #7 Phase 2 Las Vegas, NM	Molzen Corbin & Assoc. 505-242-5700
	Luna Community College Building Trades Renovation Las Vegas, NM	Wilson & Company 505-348-4000

**UNM Taos Klauer Campus  
Student Success Center  
Taos, NM**

**Living Design Group  
575-751-9481**

**Luna Community College  
Auto Body Shop Renovation  
Las Vegas, NM**

**Wilson & Company  
505-348-4000**

**Mosquero Gym Addition  
Mosquero, NM**

**Vigil & Associates  
505-980-5030**

**Mora San Miguel  
Photo Voltaic Farm  
Las Vegas, NM**

**Standard Solar  
Rockville, MD  
301-944-1200**

**City of Las Vegas North  
Grand Effluent Reuse  
Las Vegas, NM**

**Molzen Corbin & Assoc.  
505-242-5700**

**Rita Marquez Elementary/  
Anton Chico Middle School  
Anton Chico, NM**

**FBT Architects  
505-883-5200**

**NMHU Student Union Building  
NM Highlands University  
Las Vegas, NM**

**Studio Southwest Architects  
505-982-7191**

**Taylor Well #7 Replacement  
City of Las Vegas  
Las Vegas, NM**

**Molzen-Corbin & Assoc.  
505-242-5700**

**Mosquero Media Center  
Mosquero School District  
Mosquero, NM**

**Jonathan Whitten & Assoc.  
505-425-9367**

**NM State Police Dist. 2 Headquarters  
NM Property Control Division  
Las Vegas, NM**

**Steve Newby & Associates  
575-525-2000**

**Capital High School  
Photo Voltaic System  
Santa Fe, NM**

**Peak Power Engineering  
505-982-7071**

**LVCS HVAC Upgrades @  
5 Elementary Schools  
Las Vegas City Schools**

**Vigil & Associates  
505-890-5030**

**LCC Media Education Center  
Luna Community College**

**Ortega & Associates  
505-982-2879**

**NMHU Lora Shields Science  
Building Renovations  
NM Highlands University  
Las Vegas, NM**

**Soleil West  
505-293-1477**

**National Electric Supply  
Roof Mounted Photo Voltaic System  
Santa Fe, NM**

**Peak Power Engineering  
505-982-7071**

**Community 1<sup>st</sup> Bank  
Crockett Bldg. Renovation  
Community First Bank  
Las Vegas, NM**

**Dekker/Perich/Sabatini LTD  
505-761-9700**

**Philmont Scout Ranch-Kitchen  
Boy Scouts of America  
Cimarron, NM**

**Rick Bennett Architects  
505-242-1859**



**NMHU Natatorium Remodel  
NM Highlands University  
Las Vegas, NM**

**Soleil West  
505-293-1477**

**San Miguel County  
Detention Center  
San Miguel County**

**NCA Architects, P.A.  
505-255-6400**

**Felix Martinez Bldg. Remodel  
NM Highlands University  
Las Vegas, NM**

**Studio Southwest Architects  
505-982-7191**

**NM Behavior Health Institute  
CBS-Electrical Upgrades  
State of New Mexico  
Las Vegas, NM**

**Peak Power Engineering  
David Gonzales  
505-982-7071**

**NMHU Science Building  
NM Highlands University  
Las Vegas, NM**

**NCA Architects  
505-255-6400**

**NMHU Student Housing  
NM Highlands University  
Las Vegas, NM**

**Dekker/Perich/Sabatini Ltd.  
505-761-9700**

**LVCS MMS Fire Alarm Installation  
Las Vegas City Schools  
Las Vegas, NM**

**Electric Horseman, Inc.  
505-454-4700**

**Mora County Complex  
Mora County  
Mora, NM**

**Ortega & Associates  
505-982-2879**

**Springer Football Field Lighting  
Springer Municipal Schools  
Springer, NM**

**CCI Engineering  
505-242-8046**

**San Miguel Co. Courthouse Remodel  
San Miguel County  
Las Vegas, NM**

**Soleil West  
505-293-1477**

**Ongoing: Maintenance Contract with Las Vegas City Schools and NM Behavioral Health Institute  
Maintenance of High Voltage Electrical.**

---

## **Section F: Documentation**

See attached licenses, certifications and qualifications.

# STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

## ELECTRIC HORSEMAN, INC., THE

LICENSE NUMBER

84183

Qualifying Party(S)  
LUCERO DENNIS M.

EXPIRES

09/30/2021

CLASSIFICATION(S)  
EE98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

EE98J

CERTIFICATE NUMBER

07374

DENNIS LUCERO

14B RUDOLPH DR

LAS VEGAS, NM 87701

EXPIRES  
06/30/2019

DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand

## Colorado Department of Regulatory Agencies Division of Professions and Occupations

Electrical Board

Jonah Nathaniel Cruz

Journeyman Electrician

Number

0601090

Active

Credential Status

Verify this credential at: [www.colorado.gov/dora/dpo](http://www.colorado.gov/dora/dpo)

10/01/2017

Issue Date

09/30/2020

Expire Date

Division Director: Ronne Hines Credential Holder Signature

Colorado & New Mexico licenses are reciprocal

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

EE98J

CERTIFICATE NUMBER

389128

GEORGE HENRY CRUZ II

386 CALLE DON PAPA

BERNALILLO, NM 87004

EXPIRES  
07/31/20

DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

EE98J

CERTIFICATE NUMBER

355846

ORLANDO A GOLD

24 COUNTY RD A 26 A

LAS VEGAS, NM 87701

EXPIRES

03/31/2020

DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

EE98J

CERTIFICATE NUMBER

351063

DANIEL REED HUTCHINSON

823 SPERRY DRIVE

LAS VEGAS, NM 87701

EXPIRES  
03/31/2019

DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

EE98J

CERTIFICATE NUMBER

378157

EXPIRES

04/30/2019

ANTHONY SANDOVAL

P.O. BOX 161

SERAFINA, NM 87569

DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand

*This is to certify that*

**Dennis Lucero**

**Of The Electric Horseman**  
Has successfully completed a Recertification Training Program on the  
**E3 Series Fire Alarm Control Panel**

Issue Date: December 29, 2017 Expires three years from Issue Date



by Honeywell

This certificate is valid in the name of the Recipient AND Company together and is rendered invalid should the two separate OR the distributorship of the Company be revoked for any reason.

*John Robinson*

*Certificate of Factory Training*

**ORLANDO GOLD**

**THE ELECTRIC HORSEMAN**

has completed 40 hours of Technical Training covering:

**Basics of installation, programming and maintaining an E3 fire alarm system, in stand-alone and networked configurations**

Issued

Valid 3 years from issue date

Certificate # 111315-02



by Honeywell

This certificate is valid in the name of the Recipient AND Company together and is rendered invalid should the two separate OR the distributorship of the Company be revoked for any reason

*Jeff Reinisch*  
Director of Training

*Certificate of Factory Training*

**DANIEL HUTCHINSON**

**THE ELECTRIC HORSEMAN**

has completed 40 hours of Technical Training covering:

**Basics of installation, programming and maintaining an E3 fire alarm system, in stand-alone and networked configurations**

Issued

Valid 3 years from issue date

Certificate # **111315-01**



by Honeywell

This certificate is valid in the name of the Recipient AND Company together and is rendered invalid should the two separate OR the distributorship of the Company be revoked for any reason

*John Behrman*  
Director of Training

## **Section G: Financial**

If awarded a contract for the CLV RFP #2019-8 for Commercial Electrical Services, The Electric Horseman, Inc. will, if required, provide any financial information including a credit rating.

## **Section H: Additional Information**

See attached NM Resident business status certificate and additional information we deem important for this RFP.

The Electric Horseman has been a registered electrical contractor since 1999 and became incorporated with the State of New Mexico in 2000. We comply 100% with state and wage laws and keep meticulous records available for inspection. We are in compliance with the State of NM procurement laws, as well as in compliance with the NM Dept. of Labor including the Public Works registration. I am familiar with all of the business aspects of being an electrical/fire safety systems contractor which includes, but not limited to bidding, bonding, submittals, keeping up with all office work involved in these types of projects, as well as working in conjunction with the owners, architects and general contractors to ensure a top-quality installation, repair or maintenance. We can complete any and all projects on a timely basis and have the work done correctly and in a professional manner. The Quality Assurance program we have in place fulfills the needs and expectations of the Owners and General Contractor's; we ensure a consistently high standard of quality in all of our projects. All material we install is U.L. listed and meets or exceeds project specifications. All equipment is installed per manufacturer's recommendations. No corners are cut to save money. The owner will get what they pay for without exception.

My office and warehouse is located on Rudolph Drive in Las Vegas, NM. Because I am from Las Vegas and live in the immediate vicinity, I am easy to contact and can quickly respond to any emergency that comes up at the City of Las Vegas. Our response time can be almost immediate because of our proximity to the city and willingness to carry and answer our cellular phones. We are available for on-call services outside of a regular Monday through Friday work week as well as for nationally recognized holidays. We are always available and respond in a timely fashion anytime we are called.

We have two completely stocked service trailers and five service trucks that we use on the worksites. We also have a well-stocked warehouse and have access to materials every day. If we don't have what we need on hand, I can usually have parts delivered by the next working day.

The Electric Horseman is the largest electrical company in Las Vegas and Northeastern New Mexico. We are not a small company but are in no way as big as the electrical contractors who come to Las Vegas looking for work. We can compete and perform just as well if not better than these large companies. We employ locals which is important to the success of our community. The Electric Horseman would like to thank the City of Las Vegas for the opportunity to provide our services.

# STATE OF NEW MEXICO

## TAXATION AND REVENUE DEPARTMENT

### RESIDENT CONTRACTOR CERTIFICATE

Issued to: THE ELECTRIC HORSEMAN INC

DBA: THE ELECTRIC HORSEMAN INC

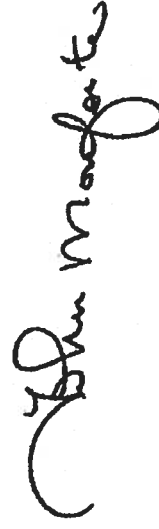
14B RUDOLPH DR

LAS VEGAS, NM 87701-9404

Expires: 02-Jun-2020

Certificate Number:

**L0648172848**

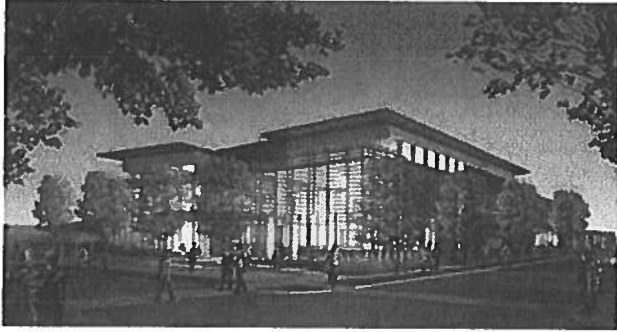


*John Monforte, Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE



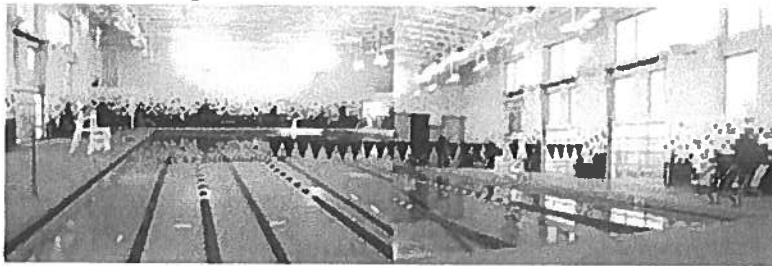
## The Electric Horseman, Inc. Completed Projects



New Mexico Highlands University Student Union Building



Viles & Crimmins Residence Hall



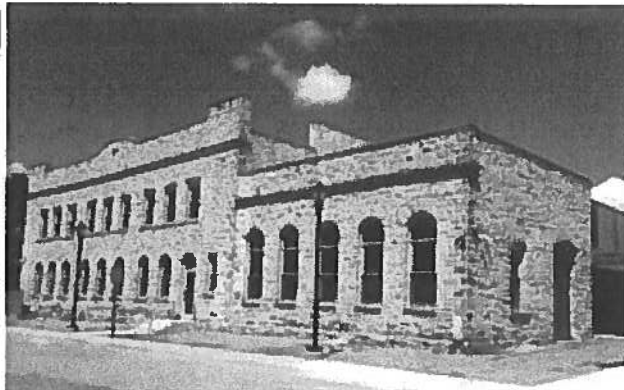
New Mexico Highlands University Natatorium



NMHU Ivan Hilton Science Building



Mosquero Roping Arena



New Mexico Highlands University Media Arts Trolley Barn

**The ELECTRIC HORSEMAN, Inc.**  
**...an electrical services co.**  
**DENNIS M. LUCERO**  
**license #84183**

electrichorseman1@msn.com NM Public Works Contractor Registration #002306020110816

14B Rudolph Dr.  
Las Vegas, NM 87701

Phone: (505) 454-4700

Fax: (505) 454-4707

Mobile-Dennis 505-617-2001

**City of Las Vegas Request for Proposal #2019-8**  
**Commercial Electrical Services**  
**Hourly Rates**

**Foreman/Supervisor:                      \$78.00/hr.**

**Journeyman:                                \$68.00/hr.**

**Laborer:                                      \$42.00/hr.**

**Helper:                                        \$20.00/hr.**

**By NM State law, anything after 40 hours is to be paid at time and a half.  
Saturday is time and a half and Sunday is paid double time.**

**Lodging and mileage do not apply being that we are local.**

*This message is private and may contain privileged information. If you are not the intended recipient, please do not read, copy or use it or disclose it to others. If you have received this message in error, please notify the sender immediately by replying to this message and then delete it from your system. Thank you.*

## SCORING MATRIX

### RFP 2019-08 Commercial Electrical Service

	The Electric Horseman
<b>1. Specialized Services as defined in Scope of Work</b> <b>25 points</b>	Evaluator #1--- <u>25</u> Evaluator #2--- <u>25</u> Evaluator #3--- <u>20</u> Evaluator #4--- <u>23</u> Evaluator #5--- <u>22</u>
<b>2. Capacity and Capability</b> <b>25 points</b>	Evaluator #1--- <u>25</u> Evaluator #2--- <u>25</u> Evaluator #3--- <u>20</u> Evaluator #4--- <u>23</u> Evaluator #5--- <u>20</u>
<b>3. Past Record Performance</b> <b>20 Points</b>	Evaluator #1--- <u>20</u> Evaluator #2--- <u>20</u> Evaluator #3--- <u>20</u> Evaluator #4--- <u>17</u> Evaluator #5--- <u>16</u>
<b>4. Familiarity with City</b> <b>15 Points</b>	Evaluator #1--- <u>15</u> Evaluator #2--- <u>15</u> Evaluator #3--- <u>15</u> Evaluator #4--- <u>15</u> Evaluator #5--- <u>14</u>
<b>5. Current Volume of Work with the City that is less than 75% complete</b> <b>10 Points</b>	Evaluator #1--- <u>10</u> Evaluator #2--- <u>10</u> Evaluator #3--- <u>10</u> Evaluator #4--- <u>7</u> Evaluator #5--- <u>8</u>
<b>6. Residential or Military Preference</b> <b>5 Points</b>	Evaluator #1--- <u>5</u> Evaluator #2--- <u>5</u> Evaluator #3--- <u>5</u> Evaluator #4--- <u>5</u> Evaluator #5--- <u>5</u>
<b>Totals</b>	
	Evaluator #1--- <u>100</u> Evaluator #2--- <u>100</u> Evaluator #3--- <u>90</u> Evaluator #4--- <u>90</u> Evaluator #5--- <u>85</u>
	<b>93.00</b>

bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.

- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

Offerors: *The Electric Houseman*

Proposal must address each of the following criteria to receive points.

*Electric Services*

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	25
2. Capacity and Capability	25	25
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	10
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>100</b>

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

**Offerors:** *Electric Horsemen*      *Electric Services*

Proposal must address each of the following criteria.

Rating Sheet For (applicant name): <i>Electric Horsemen</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	25
2. Capacity and Capability	25	25
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	10
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>100</b>

3  
bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.

- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

**Offerors:** *The Electric Horseman/for Electric Services*

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	20
2. Capacity and Capability	25	20
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	10
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>90</b>

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria.

Rating Sheet For (applicant name): <i>Electric Horseman, Inc.</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	23
2. Capacity and Capability	25	23
3. Past Record and Performance	20	17
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	7
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>90</b>

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria.

Rating Sheet For (applicant name): <i>The electric horseman</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	22
2. Capacity and Capability	25	20
3. Past Record and Performance	20	16
4. Familiarity with City	15	14
5. Current Volume of Work with the City that is less than 75% complete	10	8
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>85</b>



## Regular or Special

### CITY COUNCIL MEETING AGENDA REQUEST

**DATE:** 02/13/19

**DEPT:** Utilities

**MEETING DATE:** 02/20/19

**ITEM/TOPIC:** Award request for proposal #2019-09 for commercial plumbing services.

**ACTION REQUESTED OF COUNCIL:** Award request for proposal #2019-09 to Hays Plumbing & Heating, Inc.

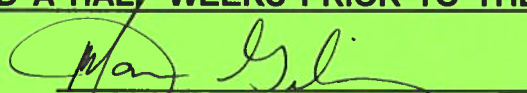
**BACKGROUND/RATIONALE:** This proposal will assist the City with commercial plumbing services as needed.

Advertised: 01/25/19 – Las Vegas Optic, Albuquerque Journal and City website  
Proposal Opening: February 12, 2019  
Proposers: 1 – Hays Plumbing & Heating, Inc.  
Funding Source: City Funding  
Budget Line Item: Designated line item number by each division as services are needed.

**STAFF RECOMMENDATION:** Approval to award proposal #2019-09 to Hays Plumbing & Heating, Inc.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the Utility Advisory committee meeting on March 11, 2019 for ratification as the meeting in February took place before the agenda request was submitted.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**



TONITA GURULÉ-GIRÓN  
MAYOR



ANN MARIE GALLEGOS  
INTERIM CITY MANAGER

TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 12-Feb-2019

OPENING NO.: 2019-09

TIME: 3:00 PM

DEPARTMENT: **UTILITIES**

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

ITEM(S): **COMMERCIAL PLUMBING SERVICE**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Deep Plumbing &amp; Heating</u>				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
<u>[Signature]</u>	<u>CLV Underwriting</u>
<u>[Signature]</u>	<u>CLV Purchasing</u>
<u>[Signature]</u>	<u>CLV P/M</u>
<u>[Signature]</u>	<u>CLV Project Mgmt</u>

(use other side of form when full)  
ORIGINALS TAKEN BY CITY CLERK:  
[Signature]  
DATE: 2-12-19  
COPIES TAKEN BY DEPT:  
[Signature]  
DATE: 2/12/19

OPENED BY: FINANCE DEPARTMENT  
[Signature]  
DATE: 2/12/2019

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 3:00 am/pm, Feb 12, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### COMMERCIAL PLUMBING SERVICE

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

1700 N GRAND AVE  
LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **COMMERCIAL PLUMBING SERVICE** Opening No. 2019-09; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Ann M. Gallegos  
ANN MARIE GALLEGOS, INTERIM CITY  
MANAGER

Esther Garduno-Montoya  
ESTHER GARDUNO-MONTOYA, CITY ATTORNEY

Cassandra Fresquez  
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega  
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2019-09

Date Issued: 1/22/2019

Published: LAS VEGAS OPTIC  
ALBUQUERQUE JOURNAL  
www.lasvegasnm.gov

Jan 25 2019  
Jan 25 2019  
Jan. 25 2019

## OFFEROR INFORMATION

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER ( ) \_\_\_\_\_

FAX NUMBER ( ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

**SERVICE (S): COMMERCIAL PLUMBING SERVICE.**

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

## AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ } ss

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

**Signature**

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

**Notary Public Signature**

**My Commission Expires:**

### **AWARDED PROPOSAL**

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

### **TIMETABLE**

Proposal 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: Feb 12, 2019; 3:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: \_\_\_\_\_, 2019. The successful offeror will be notified by mail.

### **ENVELOPES**

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

### **BRIBERY AND KICKBACK**

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

### **RESPONSIBILITY OF OFFEROR**

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

### NON-COLLUSION

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

### CLARIFICATION OF PROPOSAL

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

### MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

### APPLICATION OF PREFERENCE

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

### FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### **NEW MEXICO TAX IDENTIFICATION NUMBER**

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

### **SPECIAL NOTICE**

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

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

### **NEGOTIATION**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

### **CONTRACT**

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

### **TAXES:**

Bidder must pay all applicable taxes.

### **NOTE:**

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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



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

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR COMMERCIAL PLUMBING SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for commercial plumbing services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide miscellaneous Plumbing Services in various occupied Water Treatment Plant, Waste Water Treatment plant, solid waste and other City of Las Vegas facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. Respond to emergency plumbing calls within 2 hours.
2. Support Water distribution division.
3. Repair, replacement, modification and installation of sanitary sewer, domestic water, waste water treatment, water treatment and production systems.
4. Tasks include maintenance work such as: inspecting, assessing, repairing, replacing or installing of (including but not limited to) piping, valving, pumps, motors, fixtures, backflow prevention devices and plumbing fixture replacement.
5. Provide trenching and backfilling work, including necessary clearing, grubbing and preparation of the site; removal and disposal of all debris; excavation and trenching as required; the handling, storage, transportation and disposal of all excavated material.
6. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
7. Contractor shall provide on-site supervision at all times for all of their work to be performed.

### **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 1/2" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PROPOSAL FOR COMMERCIAL PLUMBING SERVICES"** on the outside of the

envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

**2.3 Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror's familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable),

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

#### **5.2 INSURANCE CERTIFICATE**

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

### **6. INSTRUCTIONS TO OFFEROR**

#### **6.1. REQUEST FOR PROPOSAL DOCUMENTS**

##### **6.1.1 Copies of Request for Proposals**

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

##### **6.1.2 Interpretations**

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

##### **6.1.3 Addendum**

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

#### **6.2 PROPOSAL SUBMITTAL PROCEDURES**

##### **6.2.1 Format and Section Requirements of Proposals**

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.

- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - 1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  - 2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
  - 3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
  - 4. Licenses (if applicable)
    - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
  - 5. Experience in Specialized Services referenced in scope
    - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
  - 6. Documentation
    - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
  - 7. Financial (If Applicable)
    - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
  - 8. Additional Information
    - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as

Veterans business or New Mexico Resident business status.  
Respond to this section as Section H in Offeror's proposal.

9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.

10. Cost

- i. The Offeror shall provide in a sealed envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred of suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred of suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
  - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked

- with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### **6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### **6.2.7 REJECTION OF CANCELLATION OF PROPOSALS**

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### **7. CONSIDERATION OF PROPOSALS**

#### **7.1 RECEIPT, OPENING AND PROPOSALS:**

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

#### **7.2 PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)

- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
  - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
  - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
    - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
    - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

#### 7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

#### 7.4 NOTICE OF AWARD



- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## **8. POST PROPOSAL INFORMATION**

### **8.1 PROTESTS**

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1. State the reasons for the action taken; and
  - 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

### **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

### **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

### **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

## **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- 1. Contractor
- 2. Owner
- 3. As Needed

## **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

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

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).

- f. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

## 12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

## 12.3 CONTRACTUAL TERMS

- a. **Amendment:** This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. **Assignability:** The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. **Authority to Bind the City:** The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. **Binding Effect:** This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. **Business License:** Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. **Conflict of Interest:** The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. **Communication with the City of Las Vegas:** The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. **Funding:** This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. **Gross Receipts Tax:** Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. **Indemnification:** The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. **Insurance:** (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.

- l. *Method of Payment:* The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. *Notices:* Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards:* The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract:* This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance,

bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.

- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	

# **PROPOSAL**

*RFP NUMBER 2019-09*

*Commercial Plumbing Service*

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

**HAYS PLUMBING & HEATING, INC.  
600 RAILROAD AVENUE, LAS VEGAS, NM 87701**

**505 425-7535**

**Email: [hays\\_plumbing@hotmail.com](mailto:hays_plumbing@hotmail.com)**

**February 12, 2019**

# **Index**

**Section A-** *Offeror's Identification (authority to sign)*

**Section B-** *Campaign Contributions Disclosure Form*

**Section C-** *Personnel Experience*

**Section D-** *Licenses*

**Section E-** *Experience in Specialized Services referenced in scope*

**Section F-**

- 1) *Quality Assurance Program*
- 2) *Affidavit on Non- Violation of Labor Costs*
- 3) *Affirmative Action Statement*

**Section H**

- 1) *Bonding Insurance Company Information*
  - 2) *Hays Profile*
  - 3) *Hays Warranty Letter*
  - 4) *Qualifications*
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# Section A

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OFFEROR INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.  
AUTHORIZED AGENT: Gordon Hays, President  
ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701  
TELEPHONE NUMBER ( 505 ) 425-7535  
FAX NUMBER (      )                       
DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701  
STATE PURCHASING RESIDENT CERTIFICATION NO.: L0517511984  
NEW MEXICO CONTRACTORS LICENSE NO.: 8243  
SERVICE (S): **COMMERCIAL PLUMBING SERVICE.**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }  
COUNTY OF San Miguel } ss

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

Gordon Hays  
Signature

Subscribed and sworn to before me, this 12 day of February, 2019.

(SEAL)

Sara Teston  
Notary Public Signature

My Commission Expires: 09-06-2021



#### NON-COLLUSION

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

#### CLARIFICATION OF PROPOSAL

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

#### MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

#### APPLICATION OF PREFERENCE

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

#### FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0168958

SOCIAL SECURITY NUMBER: \_\_\_\_\_

## RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays  
Gordon Hays, President  
Hays Plumbing and Heating, Inc.

By: Jason Dale  
Jason Dale, Vice President  
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays  
Randy Joe Hays, Treasurer  
Hays Plumbing and Heating, Inc.

By: Donna Hays  
Donna Hays, Secretary  
Hays Plumbing and Heating, Inc.

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# Section B

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

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_  
Relation to Prospective Contractor: \_\_\_\_\_  
Name of Applicable Public Official: \_\_\_\_\_  
Date Contribution(s) Made: \_\_\_\_\_  
Amount(s) of Contribution(s) \_\_\_\_\_  
Nature of Contribution(s) \_\_\_\_\_  
Purpose of Contribution(s) \_\_\_\_\_  
(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

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

Gordon Hoag  
Signature

2/12/2019  
Date

President  
Title (Position)

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# Section C

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## **Personnel Experience: (resumes available upon request)**

Hays assigned Project Manager / Foreman/ Superintendent have the following minimum qualifications and experience: at least 10 years' experience in the construction history of 15+ years. Have experience in many construction types as identified in project listing. Experience as a Project Manager/ Foreman/ Superintendent on one or more construction projects Valued at \$1.1 million or more.

### **Employees (include but not limited to):**

#### **Jason Ole Dale**

##### **Licenses and Certificates:**

Plumbing License #8243, Classifications MM98, GB98, GF-9  
Journeyman Plumber License #JPG 5867  
SMAW-AWS Pipe & Plate Welding

##### **Work Experience:**

Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)  
Project Estimator & Supervisor  
Journeyman Plumber & Gas Fitter

#### **Randy J. Hays**

##### **Licenses and Certificates**

Journeyman Plumber – 1993 License #06836  
Journeyman Gas Fitter – 1993 License #06836  
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98  
General Contractors License – w/Hays GB98  
Trench Shoring Certified – 2000  
Certified Welder #9764- 1993  
Well Drillers License #WD 585  
Commercial Driver's License  
Geothermal Certified

##### **Work Experience**

Project Estimator & Supervisor  
Supervisor/Foreman – Several Plumbing Projects  
Well Drilling Supervisor  
Equipment Operator Excavator Backhoe      Dozer    Drilling Rig    Trencher

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**Joe A. Aragon, III**

**Licenses and Certificates**

Journeyman Plumber – 1994 License #09974

SMAW Welding & Inspection Specialist - 2009

**Work Experience**

Plumber Foreman

**Brian M. Coca**

**Licenses and Certificates**

Trench Shoring Certified – 2000

Commercial Driver's License

**Work Experience**

Supervisor/Foreman – Several Utilities Projects

Proficient in operating small, medium, and heavy-duty equipment

Experienced mechanic with diesel or gas engines

Experienced welder (Arc and Mig welders)

Skilled in transporting equipment

Experience with installation and maintenance of culverts

Experience with cement work, carpentry, and plumbing

Equipment Operator which include Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift,

Forklift, Dump Truck, Bulldozer, Tractor

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# Section D

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**CITY OF LAS VEGAS, NEW MEXICO**

**BUSINESS LICENSE/REGISTRATION**

**BUSINESS:** HAYS PLUMBING & HEATING, INC.  
**LICENSE #** 0917

**ADDRESS:** LAS VEGAS, NEW MEXICO 87701

2017 2018 2019

**APPROVED**  
 COMMUNITY DEVELOPMENT BUSINESS OWNER


**LAS VEGAS**  
 NEW MEXICO  
 Old Trails, New Adventures

*Tonita Gurulé-Girón*  
 Tonita Gurulé-Girón  
 MAYOR

**STATE OF NEW MEXICO**  
 CONSTRUCTION INDUSTRIES DIVISION

**HAYS PLUMBING & HEATING, INC.**  
**LICENSE NUMBER**  
**8243**

**Qualifying Party(S)**  
 HAYS RANDY  
 HAYS RANDY  
 DALE JASON OLE  
 HAYS HOWARD L.



**EXPIRES**  
**08/31/2021**

**CLASSIFICATION(S)**  
 PL01, ES03, ES04, ES05  
 ES06, GA01, GB98, GF02  
 GF03, GF04, GF05, GF09  
 GF98, MM98

*Martin Romero*  
 DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

**STATE OF NEW MEXICO**  
 REGULATION AND LICENSING DEPARTMENT

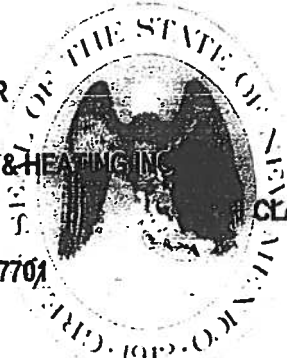
**CLASSIFICATION**  
 LP

**LICENSE NUMBER**  
 15877

**HAYS PLUMBING & HEATING, INC.**

**600 RAILROAD**

**LAS VEGAS, NM 87701**



**EXPIRES**  
**06/29/2019**

**CLASSIFICATION(S)**  
 04, 05, 04, 05

*Martin Romero*  
 DIRECTOR

This card is now and shall remain property of Construction Industries Division and shall be surrendered at any time upon demand.

**Certificate of Contractor Registration**



This is to certify that  
**Hays Plumbing & Heating, Inc.**

600 RAILROAD AVE  
 LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions  
**Registration Date: 1/11/2019** **Registration Number: 002369720111209**

This certificate does not show the current status of the company.  
 To see the current status for this company please go to the Public Works  
 and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>

New Mexico Department of Workforce Solutions, Labor Relations Division, P.O. Box 2000, Albuquerque, NM 87125, (505) 841-4400

**STATE OF NEW MEXICO**  
 TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **HAYS PLUMBING & HEATING INC.**  
 DBA: **HAYS PLUMBING & HEATING INC.**  
 600 RAILROAD AVE  
 LAS VEGAS, NM 87701-4531

**Expires: 14-Feb-2021**

**Certificate Number:**  
**L0517511984**

*John Manfort*  
 John Manfort, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

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# Section E

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# CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of
North Grand Avenue Waterline Improvements in Las Vegas, NM	Name: Marvin Cordova Address: 1700 N. Grand Avenue Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	07/01/2018	Pipeline Work	75%	\$267,660
Las Vegas Waterline Replacement Design 8th St & Hospital/ Chico Dr	Name: Marvin Cordova 1700 N Grand Ave Address: Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Stantec Consulting Service! Company: Telephone: 575-461-0181	10/25/2018	Pipeline Work	2%	\$522,910.73
Southern Boulevard Pressure Reducing Valve in Rio Rancho, NM	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144 Telephone: 505-896-8769	Name: Nathan Roberts Company: Bohannan Huston, Inc. Telephone: 505-823-1000	1/4/2019	Pipeline Work	50%	\$145,762
New Meadows Long Term Care Facility Phase 3 in Las Vegas, NM	Name: NM General Services Dept Address: Santa Fe, NM Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	2/10/2019	Utility Work	50%	\$847,000

**PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)**

<b>Project Name</b>	<b>Owner's Contact Person</b>	<b>Design Engineer</b>	<b>Contract Date</b>	<b>Type of</b>	<b>Status</b>	<b>Cost of</b>
Storrie Lake Waterline Repair in Las Vegas, NM	Name: Marvin Cordova Address: 1700 N Grand Ave Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	June 7, 2017	Pipeline Work	100%	\$71,400
Coffey 2 Well Improvements Project in Angel Fire, NM	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	February 15, 2018	Well Work	100%	\$304,685.00
Bradner Reservoir Fill Line Project in Las Vegas, NM	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	March 3, 2018	Pipeline Work	100%	\$1,010,980
Well 2A/2B in Dual Production in Eldorado, NM	Name: Steve King Address: 2 North Chamisa Drive Santa Fe, NM 87508 Telephone: 505-466-2531	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	May 23, 2017	Well Work	100%	\$233,000
Cinder Road Water Improvements Project in Las Vegas, NM	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	August 16, 2017	Pipeline Work	100%	\$565,813.07
East Waterline Loop Segment B in Las Vegas, NM	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	June 11, 2017	Pipeline Work	100%	\$247,316.00
Pojoaque Water Line in Pojoaque, NM	Name: Lawrence Ortiz Address: 1574 State RD 502 West Santa Fe, NM 87506 Telephone: 505-2312586	Name: Jim Corbin Company: Corbin Consulting, Inc. Telephone: (505) 466-4605	January 5, 2017	Well & Pipeline Work	100%	\$315,392.33
Gabalton Water System Improvement Project in Gabaldon, NM	Name: Max Lucero Address: County Road A-20 Ojitos Frios, NM 87701 Telephone: 505-369-8709	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	May 2, 2016	Well Work	100%	\$213,783.64
Chapelle MDWCA Water System in Chapelle, NM	Name: David Salazar Address: County Road B27 Chapelle, NM Telephone: 505-617-2380	Name: Paul Kennedy Company: Souder, Miller & Associates Telephone: 505-299-0942	December 17, 2016	Pipeline Work	100%	\$188,310.11
Duranes Pump Station in Albuquerque, NM	Name: Robert Perry Address: 1 Civic Plaza NW Albuquerque, NM 87102 Telephone: (505) 768-3000	Name: Molzen Corbin Company: Jonah Ruybalid Telephone: 505-242-5700	October 18, 2016	Pump Work	100%	\$1,401,608.56

# LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE	CONDITION	ACQUIRED
Skidders	Within the last 10 years	Excellent Working Condition	\$17,000 & \$8,000
210 Link Belt Excavator	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
Link Belt 330	Within the last 10 years	Excellent Working Condition	\$ 49,000.00
Komatsu Excavator	Within the last 10 years	Excellent Working Condition	\$ 47,000.00
International 10 Yard Tandem Dump Truck	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
12 Yard Freightliner Dump Truck	Within the last 10 years	Excellent Working Condition	\$ 20,000.00
580 Backhoe	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Compactors	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
Ingersol 5 Foot Drum Compactor	Within the last 10 years	Excellent Working Condition	\$ 12,000.00
Portable 3 Deck Screening Plant	Within the last 10 years	Excellent Working Condition	\$ 40,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	\$ 47,000.00
<b>**Various other trucks and vehicles available for use as needed*****</b>			

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# Section F

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Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## Quality Assurance Program

Hays Plumbing has provided its clients with over 55 years of quality products and services. Hays Plumbing's commitment to quality begins with the company officers and extends to every member of the Hays Plumbing's staff. Hays Plumbing's staff's common goal is doing a quality services every time. Hays Plumbing's staff works diligently to build confidence and long-lasting relationships with its clients, suppliers, subcontractors. Hays Plumbing's staff works to fulfill the needs of its clients and ensuring adherence to accepted standards, codes and practices applicable to the work performed.

### Quality and Safety

Hays Plumbing takes quality and safety seriously. Hays Plumbing has a Quality Control Plan to ensure that all work it does will be performed in accordance with the requirements established for the task or project. The plan ensures that there is a process in place to comply with the established requirements for each task or project. Hays Plumbing staff is committed to report any deficiencies discovered as a result of the client's, designated representative, or Hays staff's checks or tests of the work performed. The deficiencies will be brought to the attention of the appropriate individual and steps will be taken to correct the deficiencies.

Hays Plumbing management and staff work diligently to promote a culture of safety. Hays Plumbing's safety program exceeds the minimum requirements for both state and federal OSHA programs. Hays Plumbing's employees undergo regular training and re-certification. Hays Plumbing has trained employees that monitor each phase of the installation, so every step is observed for quality and accuracy.



Hays Plumbing is committed to:

- Full and open communication with our clients and/or their designated representatives
- Adherence to the tasks or projects agreed upon
- Adherence to generally accepted standards, codes and practices
- Professionally executed services and projects
- Professional and ethical conduct

Hays Plumbing utilizes a quality assurance program which includes:

- Utilizing a recognized apprenticeship programs for plumbing
- Reviewing code and specifications
- Inspecting & testing materials to ensure conformance with the project requirements
- Ensuring that all personnel performing the work are properly qualified and certified as per the project specifications
- Installing materials and equipment using best practices
- Conducting testing procedures,
- Tracking project schedules
- Inspecting and testing installed equipment

Hays Plumbing's staff assigned to each task or project takes ownership of the projects assigned from inception to completion of the task or project.

# AFFIDAVIT OF NON-VIOLATION OF LABOR COSTS

Name of Firm: HAYS PLUMBING & HEATING, INC.

Address: 600 RAILROAD AVENUE – LAS VEGAS, NM 87701 505 425-7535

PROJECT: Commercial Plumbing Service #2019-09

OWNER: City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

The undersigned officer of HAYS PLUMBING & HEATING, INC., hereby states that HAYS PLUMBING & HEATING, INC. has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

GORDON HAYS, PRESIDENT  
Name and Title

Gordon Hays  
Signature

## NOTARY

STATE OF New Mexico

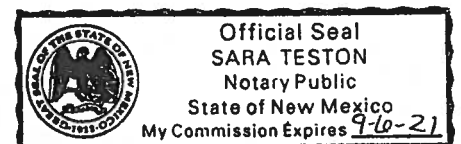
COUNTY OF San Miguel

Signed or attested before me this 12th of February 2019 by Gordon Hays.

MY COMMISSION EXPIRES:

09-06-2021

Sara Teston  
Notary Signature





Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



### Affirmative Action Statement

Hay's Plumbing is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, sexual orientation or gender identity or any other status protected by law.

This policy applies to all employees and applicants for employment, and to all personnel decisions and related practices within the Company, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, and return from layoff. Hay's Plumbing makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the Company's business.

Hay's Plumbing has assigned an Affirmative Action Officer to manage Hay's Plumbing equal employment and affirmative action compliance program. All managers and supervisors will take an active part in the Company's affirmative action program to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Hay's Plumbing will solicit the cooperation and support of all employees for the Company's nondiscrimination policy. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the Company's equal employment/affirmative action program.

The Company does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant.

Gordon Hays

President

# Section H

# DOWNEY & COMPANY

CONTRACT BONDS AND INSURANCE

February 7<sup>th</sup>, 2019

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern,

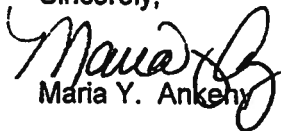
Our office has provided bonds for Hays Plumbing & Heating, Inc. in excess of fifteen years. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of Hays Plumbing & Heating, Inc. we have established a bond line in the amount of \$5,000,000.00 single project with an aggregate limit of \$8,000,000. The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety at the time the bonds are requested.

They have approximately 86% of their bonding capacity available at this time.

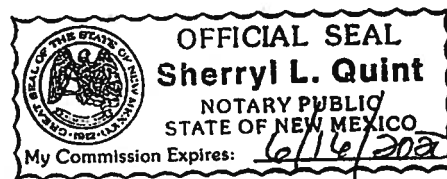
Should you require any further information regarding Hays Plumbing & Heating, Inc., please do not hesitate to contact our office.

Sincerely,

  
Maria Y. Ankeny

Signed before me, Sherryl L. Quint, a notary in and for the State of New Mexico, County of Bernalillo, this 7th day of February, 2019.





# DOWNEY & COMPANY

CONTRACT BONDS AND INSURANCE

February 7<sup>th</sup>, 2019

RE: Hays Plumbing & Heating, Inc.


To Whom It May Concern:

As requested, following are your Work Comp Experience Modification Rates for the current and previous four year period:

2018/2019	1.08
2017/2018	1.87
2016/2017	1.71
2015/2016	1.89
2014/2015	1.31

Please do not hesitate to call if you should need any further information.

Sincerely,



Maria Y. Ankeny



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2019

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

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

PRODUCER Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	CONTACT NAME: Veronica Gilbert PHONE (A/C, No, Ext): (505) 881-0300 FAX (A/C, No): (505) 881-0908 E-MAIL ADDRESS: vgilbert@downeyandco.com
INSURED Hays Plumbing and Heating, Inc. Post Office Box 1420 Las Vegas NM 87701-1414	INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Insurance Group NAIC #: 13692 INSURER B: New Mexico Mutual Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 19/20 Multi w/ IF

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPT9027328	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA9027328	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CXL9027328	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	23418.119	01/01/2019	01/01/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater/ Builders Risk		CPT9027328	01/01/2019	01/01/2020	Limit \$100,000 Deductible \$500

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

## CERTIFICATE HOLDER

## CANCELLATION

SAMPLE CERTIFICATE

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

AUTHORIZED REPRESENTATIVE

*Veronica Gilbert*

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Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535



## PROFILE

DATE: January 2019

**Plumbing & Heating Contractors, and Well Drilling Co.**; New Mexico CID License  
#8243- Class. MM98; GB98, GF 98, GA01, GF09, E101, ES02. --- LP #15877

**Well Drilling License #WD-585 & WD-1720 NM DOL #002369720111209**  
**NM Resident Contractors 07C48 NM Resident Contractor Certificate L0517511984**  
**Business License #0917 NM Inc #0504837**

Date of Incorporation = 1/1/64; 55 years in business. DUNS/SAM# 064910391  
State of Incorporation is New Mexico # 0504837 ----- CAGE # 6ZLM0

**Federal ID# 85-0168958**

**NM State # 01-705574-001**

**SURETY**: Downey & Company, Albuquerque, NM @ 800 635-9802

**BANK**: Southwest Capital Bank, Las Vegas, NM @ 505 425-7565 Sharon Garcia

### **MAJOR MATERIAL SUPPLIERS:**

Dahl, Inc. (Plumbing) – Santa Fe, NM 800 274-2704

2M Co, Inc. (Well Pumps/Equipment) – Albuquerque, NM 800 344-8238

Ferguson (Utilities Materials) -Albuquerque, NM 505-345-0171

### **ARCHITECTS:**

**Molzin Corbin** 505 242-5700  
Albuquerque, New Mexico

**Wilson & Company Engineers** 505 348-4000  
Albuquerque, New Mexico

### **GENERAL CONTRACTORS:**

**Franken Construction Co.** 505 425-7578

Las Vegas, New Mexico





Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## ***Sample Warranty Letter***

Date: February 2019

Project: Commercial Plumbing Service #2019-09

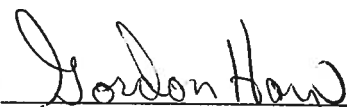
Owner: City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

In compliance with the project specifications, HAYS submits its guarantee of equipment, materials and workmanship furnished by HAYS PLUMBING & HEATING., are free from defect in workmanship and material for a period of ONE (1) YEAR beginning **DATE OF SUBSTANTIAL COMPLETEION or DATE OF EQUIPMENT START-UP RUNNING.**

Equipment and materials furnished by OTHERS, but installed by HAYS PLUMBING & HEATING, INC., are not covered by this warranty, except for the installation work performed by HAYS PLUMBING & HEATING, INC., and/or HAYS' Sub-Contractors.

Ordinary wear is not covered by this warranty. The Owner's abuse, neglect or failure to perform recommended maintenance procedures will void this warranty.

Should any problems occur during the specified warranty period, due to faulty equipment materials or workmanship, HAYS PLUMBING & HEATING, INC. will correct the problem(s), without charge to the satisfaction of the Owner.

  
\_\_\_\_\_  
Gordon Hays, President

# STATEMENT OF QUALIFICATIONS

1) **Firm Name:** HAYS PLUMBING & HEATING, INC.

Type of Firm: **Corporation**      Year Firm was established: 1964

2) **LICENSING (See Section D):** New Mexico Contractor's License, which is current and in Good standing with the State of New Mexico Construction Division (CID).

3) **EXPERIENCE:**

- a. List of experience of projects completed and current: **See Section E**
- b. The average annual amount of construction/plumbing work performed in the past five years.  
\$ 4,000,000.00

4) **CAPACITY AND CAPABILITY TO PERFORM THE WORK:**

a. Resources: Total number of current employees:	Project Managers	<u>3</u>
	Estimators	<u>2</u>
	Foremen	<u>6</u>
	Tradesman	<u>15</u>
	Administration	<u>8</u>
	Other	<u>4</u>

5) **SAFETY**

- a. Hays Plumbing & Heating, Inc. has a written safety program compliant with current State Regulations.
- b. Hays Plumbing & Heating, Inc. is free of committing serious or willful violations of federal or state Safety laws as determined by a final non-appealable decision of a court or government agency.

6) **INSURANCE and CLAIMS HISTORY (See Section H)**

- a. Hays Plumbing & Heating, Inc. is free of any judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party.
- b. Hays Plumbing & Heating, Inc. during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity.
- c. Hays Plumbing & Heating, Inc. the ability to provide the required insurance in the limit stated in any project documents (General Liability and Comprehensive Auto) at \$1 Million per occurrence and \$1 Million in the aggregate.

7) **FINANCIAL STABILITY**

a. For purposes of determining if our company capacity and ability to perform financially, Hays Plumbing can provide upon request their most current financial statement, preferably audited, including your company's latest balance sheet and income statement.

8) **QUALITY ASSURANCE (See Section H)**

a. Hays Plumbing & Heating, Inc. does have a Quality Assurance/Quality Control (QA/QC) Manager? Name: Jason Dale Years with Firm: 57 years  
Job Title: Vice-President/Project Administrator Years in position: 40+

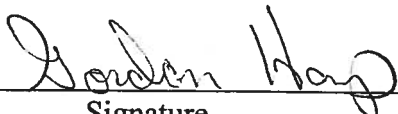
9) **OTHER INFORMATION**

Certify and/or documentation that the firm possesses the necessary equipment, Financial resources, technical resources, management, professional and craft Personnel resources and other required capabilities to successfully perform the Contract, or will achieve same through its pre-listed subcontractors.

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION  
INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

**Gordon Hays, President**  
Name and Title

**HAYS PLUMBING & HEATING, INC.**  
Firm Name

  
Signature

600 Railroad Avenue Las Vegas, NM 87701  
Address of Firm

Email Address: hays\_plumbing@hotmail.com

Phone Number: 505-425-7535

## SCORING MATRIX

### RFP 2019-09 Commercial Plumbing Service

	Hay's Plumbing & Heating
<b>1. Specialized Services as defined in Scope of Work</b> <b>25 points</b>	Evaluator #1--- <u>25</u> Evaluator #2--- <u>25</u> Evaluator #3--- <u>25</u> Evaluator #4--- <u>20</u> Evaluator #5--- <u>23</u>
<b>2. Capacity and Capability</b> <b>25 points</b>	Evaluator #1--- <u>25</u> Evaluator #2--- <u>25</u> Evaluator #3--- <u>25</u> Evaluator #4--- <u>22</u> Evaluator #5--- <u>23</u>
<b>3. Past Record Performance</b> <b>20 Points</b>	Evaluator #1--- <u>20</u> Evaluator #2--- <u>18</u> Evaluator #3--- <u>20</u> Evaluator #4--- <u>20</u> Evaluator #5--- <u>16</u>
<b>4. Familiarity with City</b> <b>15 Points</b>	Evaluator #1--- <u>15</u> Evaluator #2--- <u>15</u> Evaluator #3--- <u>15</u> Evaluator #4--- <u>15</u> Evaluator #5--- <u>14</u>
<b>5. Current Volume of Work with the City that is less than 75% complete</b> <b>10 Points</b>	Evaluator #1--- <u>10</u> Evaluator #2--- <u>8</u> Evaluator #3--- <u>10</u> Evaluator #4--- <u>5</u> Evaluator #5--- <u>8</u>
<b>6. Residential or Military Preference</b> <b>5 Points</b>	Evaluator #1--- <u>5</u> Evaluator #2--- <u>5</u> Evaluator #3--- <u>5</u> Evaluator #4--- <u>5</u> Evaluator #5--- <u>5</u>
<b>Totals</b>	
	Evaluator #1--- <u>100</u> Evaluator #2--- <u>96</u> Evaluator #3--- <u>100</u> Evaluator #4--- <u>87</u> Evaluator #5--- <u>89</u>
	<b>94.40</b>

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

Offerors: *Hays Plumbing & Heating*

Proposal must address each of the following criteria.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	25
2. Capacity and Capability	25	25
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	10
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>100</b>

2

bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.

- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

**Offerors:** *Hays Plumbing*

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	25
2. Capacity and Capability	25	25
3. Past Record and Performance	20	18
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	8
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>96</b>

*13-f.*

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

**Offerors:** *Hay's Plumbing & Heating*

Proposal must address each of the following criteria.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	25
2. Capacity and Capability	25	25
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	10
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>100</b>

bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.

g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

#### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <i>Hay's Plumbing &amp; Heating Inc.</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	20
2. Capacity and Capability	25	22
3. Past Record and Performance	20	20
4. Familiarity with City	15	15
5. Current Volume of Work with the City that is less than 75% complete	10	5
6. Residential or Military Preference	5	5
<b>Subtotal Proposals for Scope of Services</b>	<b>100</b>	<b>87</b>



5

- bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
  - h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

### EVALUATION SHEET

#### Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name): <i>Hays Plumbing</i>		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	<i>23</i>
2. Capacity and Capability	25	<i>23</i>
3. Past Record and Performance	20	<i>16</i>
4. Familiarity with City	15	<i>14</i>
5. Current Volume of Work with the City that is less than 75% complete	10	<i>8</i>
6. Residential or Military Preference	5	<i>5</i>
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	<b><i>89</i></b>

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 02/12/19      **DEPT:** Executive      **MEETING DATE:** 02/20/19

**ITEM/TOPIC:.** Appointment of Community Development Director

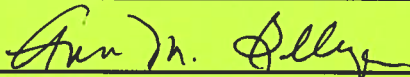
**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval to appoint Virginia Marrujo as the Community Development Director.

**BACKGROUND/RATIONALE:** Ann M. Gallegos, Interim City Manager as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:**

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULE-GIRON  
MAYOR

\_\_\_\_\_  
TANA VEGA  
INTERIM FINANCE DIRECTOR  
(PROCUREMENT)

  
ANN M. GALLEGOS  
INTERIM CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

1 **ARTICLE V**

2 **OFFICERS, DIRECTORS AND EMPLOYEES**

3 **Section 5.01. City Manager—Appointment and General Provisions.**

4 **Section 5.02. City Manager—Removal.**

5 **Section 5.03. City Manager—Powers and Duties.**

6 **Section 5.04. City Attorney.**

7 **Section 5.05. City Clerk.**

8 **Section 5.06. Chief of Police.**

9 **Section 5.07. Departments.**

10 **Section 5.08. Personnel System.**

11 **Section 5.01. City Manager—Appointment and General Provisions.**

- 12 A. The city manager shall be appointed by the Mayor, subject to Council approval. The  
13 Governing Body shall enter into a contract with the City Manager which shall establish,  
14 among other matters, compensation, benefits, duties and responsibilities.
- 15 B. The city manager shall be appointed solely on the basis of executive and administrative  
16 qualifications, and shall establish residency in San Miguel County within ninety (90)  
17 days of acceptance of the appointment.
- 18 C. The city manager, if not already certified by the International City Managers Association  
19 (ICMA), shall be working to achieve certification while in the employ of the city. All  
20 applicants shall be in the process of obtaining ICMA certification or shall be a corporate  
21 member when hired.
- 22 D. The City Manager shall designate other employees of the City to perform the functions of  
23 the office during any absence of thirty (30) days or less. The Mayor shall appoint,  
24 subject to Council approval, an acting City Manager for any absence exceeding thirty  
25 (30) days.

26 **Section 5.02. City Manager; Removal.**

27 The City Manager serves at the pleasure of the Governing Body, and may be suspended or  
28 removed without cause at any time by the Mayor, subject to approval of the Council, or by the  
29 Governing Body by a majority of all members of the Governing Body.

30 **Section 5.03. City Manager—Powers and Duties.**

1     **Section 5.06. Chief of Police.**

- 2         A. There shall be a Chief of Police.
- 3         B. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing  
4             Body shall enter into a contract with the chief of police which shall establish, among  
5             other matters, compensation, benefits, duties and responsibilities. The Chief of Police  
6             shall establish residence in San Miguel County within ninety (90) days of acceptance of  
7             appointment.
- 8         C. The Chief of Police serves at the pleasure of the Governing Body, and may be suspended  
9             or removed without cause at any time by the Mayor, subject to approval of the Council,  
10            or by the Governing Body by a majority of all members of the Governing Body.
- 11

12     **Section 5.07. Departments.**

- 13         A. Subject to approval of the Governing Body, the city manager shall establish such  
14             departments as are necessary for efficient administration of the City.
- 15         B. Each department shall be under the supervision of a department director, subject to the  
16             direction and supervision of the city manager.
- 17         C. The city manager shall appoint department directors, subject to approval by the  
18             Governing Body.
- 19         D. Department directors are at-will employees who may be suspended or removed by the  
20             city manager, subject to approval by the Governing Body.
- 21         E. The city manager may serve as a department director, provided that the manager shall not  
22             serve as either city clerk or finance director.

23     **Section 5.08. Personnel System.**

- 24         A. The Governing Body shall adopt a personnel ordinance which is consistent with this  
25             Charter establishing the personnel policies, rules and procedures of the City. All  
26             appointments and promotions of City employees, other than department directors and  
27             those employees who are by this Charter or by ordinance designated as at will employees,  
28             shall be made solely on the basis of merit and fitness in accordance with the personnel  
29             ordinance to be adopted by the Governing Body.
- 30         B. The personnel ordinance shall:
- 31             (1) Establish a merit system governing personnel policies necessary for the effective  
32                 administration of the employees of the City departments, offices and agencies,  
33                 including but not limited to classification and pay plans, examinations, force  
34                 reduction, discipline, termination, removals, working conditions, provisional and  
35                 exempt appointments, in-service training, grievances and relationships with  
36                 employee organizations;
- 37             (2) Be consistent with all mandatory federal and state requirements; and