



CITY OF LAS VEGAS
 1700 North Grand Avenue
 Las Vegas, New Mexico 87701
 Phone: (505) 454-1401 Fax: (505) 454-8027

PURCHASE ORDER

PO Number: 200537
Request #: 270718

Date: 09/12/2019
Vendor #: 06142

ISSUED TO: ACME ENVIRONMENTAL, INC.
 3816 CARLISLE BLVD NE
 ALBUQUERQUE, NM 87107-

SHIP TO: City of Las Vegas
 Attn:Housing Authority
 2400 Sagebrush
 Las Vegas, NM 87701

Vendor Fax #:

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	0	Chemical Compound Testing 2912 Hotsprings Blvd	0.00		652-7400-610-7429	3,603.02

DEPARTMENT ORDER

D. Chang
 9/13/19

Approved By:

Date:

9/12/2019

SUBTOTAL:	3,603.02
TAX:	0.00
SHIPPING:	0.00
TOTAL	3,603.02

1. Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 85-6000149

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: 270718

BID REQUIREMENTS

CHECK APPROPRIATE BOX

DATE: 9/12/19

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

- \$0 TO \$19,999.99 Best Obtainable Price; Requires 3 telephoned or written quotes;
- \$20,000.00 TO \$59,999.99 Requires 3 written and signed quotes; (Goods or services)
- \$60,000.00 AND OVER Formal Process (Requires RFQ, RFP, RFB, etc.)

BID NO.: _____ - _____ AWARDED: ____/____/____; CONTRACT NO.: _____
(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

- SPD CONTRACT; SPD NO.: _____ EXPIRES: ____/____/____.
- EXEMPT PURCHASE; Provide Section No. _____.
- GSA CONTRACT; GSA NO.: _____ EXPIRES: ____/____/____.
- PROFESSIONAL SERVICES; _____
- SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES.

EMERGENCY; _____ SECTIONS 13-1-127 STATE PROCUREMENT CODE

STATEMENT OF NEED: (Must Complete)

Testing Chemical Compound post n/c

IN COMPLIANCE WITH THE PROCUREMENT CODE #14-18 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
	<i>BPO</i>		<i>Chemical Compound test</i>		<i>3,603.02</i>

VENDOR: *ACME Environmental* TOTAL: \$ *3,603.02*

ADDRESS:

NM CRS NO.: _____ FEDERAL TAX NO.: _____

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET \$ *50,000-*
 EXPENDED TO DATE \$ *45,500-*
 CURRENT EXPENSE \$ *3,603.02*
 BALANCE \$ *896.98*

Brunna Perilla
 SIGNATURE OF PERSON REQUESTING
1052-7400-610-7429
 FUND DEPARTMENT ACTIVITY

APPROVED BY: *[Signature]* *9/12/19* BUDGET AVAILABLE YES: _____ NO: _____

PROPOSAL/AGREEMENT FORM

CLIENT:	City of Las Vegas Housing Authority	PROPOSAL DATE:	Aug 29, 2019 19-170
CONTACT:	Natasha E. Martinez-Padilla Financial Specialist/Office Manager	PHONE NO.:	Cell 505-429-4716
MAILING ADDRESS:	2400 Sagebrush St, Las Vegas, NM 87701	EMAIL:	npadilla@lasvegasnm.gov
PROJECT NAME:	Meth Screening - Inspection	PAYMENT METHOD:	Net 10 Days
PROJECT LOCATION:		PROJECT DATE:	To be determined

SCOPE OF WORK:

Acme Environmental, Inc., (Acme) proposes to provide Consulting Services that include; Industrial Hygiene Technician. The principle objective will be to generate adequate information to document the extent of contamination from methamphetamine production and/or use.

Qualified Industrial Hygienist (QIH):
Acme's QIH will perform a visual evaluation of the property to determine locations of sampling that will be most effective in evaluating the extent and type of chemical contamination.

A minimum of 4 samples will be collected from surfaces in the residence. Samples will be collected and submitted to an independent laboratory for analysis on a standard laboratory turnaround.

A report will be developed with site floor plans and recommendations.

Insurance: *Acme maintains General Liability and Professional Liability Insurance with blanket additional insured coverage with waiver of subrogation. If insurance certificates/coverages beyond a Proof of Insurance (POI) is requested, additional fees will be charged.*

CONTRACTED FEES:

DESCRIPTION	COSTS	TOTALS
Building Inspection: <i>includes qualified technician, sample collection, report generation and mobilization. (Flat Rate)</i>	@ \$950.00	\$950.00
Methamphetamine Screening Sample Analysis: Surface Sample Analysis	4 @ \$180.00/ea.	\$720.00
Insurance: <i>Add. fees for increased limits or specific certificate of insurance (COI)</i>	<i>If required</i>	
	TOTAL	\$1,670.00
NMGRT	@ 7.875%	\$131.51
	TOTAL	\$1,801.51

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH ACME ENVIRONMENTAL, INC. (HEREINAFTER "ACME") A NEW MEXICO CORPORATION, PROVIDES LABORATORY, CONSULTING, SAMPLING, AND TRAINING SERVICES TO CUSTOMERS.

1. **BILLING AND PAYMENT.** All services provided by Acme shall be performed in accordance with the Agreement provided by Acme to the customer.

Acme will issue an invoice, based upon the Agreement, at completion of a project. The net amount of the invoice is due 10 days of delivery date of the invoice. Finance charges, will be assessed on late payments equal to one and one-half percent (1.5%) per month on the outstanding balance. The client will be responsible for any collection fees associated.

2. **RECORD RETENTION.** Acme will retain records pertaining to the work performed for the customer for a period of five years following the issuance of a work report. Should customer desire Acme maintain the records in excess of five years, the customer must notify Acme in writing. The customer, in accordance with Acme's fee schedule, will owe an additional record retention charge in effect at the time of the request.

3. **LITIGATION SERVICES.** The customer will be required to pay and/or reimburse Acme for all costs incurred, including the time spent by Acme employees and officers, should Acme be required to respond to legal process related to action of the client.

4. **INSURANCE.** Clients and others listed as Additional Insured on Acme's insurance policies shall be responsible for any deductible due as a result of any claims resulting from those companies' actions.

5. **ENTIRE AGREEMENT.** These Terms and Conditions, together with any duly authorized and executed addendum, embody the entire agreement of the parties and provide the exclusive remedies available to the customer. These Terms and Conditions supercede all previous verbal and written communications, representations and agreements between the customer and Acme. No modification or waiver of any provision of these Terms and Conditions shall be binding on either party unless made in writing and executed by the customer and Acme

6. **GOVERNING LAW.** These Terms and Conditions; and any transactions and agreements to which they apply, shall be governed and construed, both as to interpretation and performance, by the laws of the State of New Mexico. The customer and Acme agree to submit to the jurisdiction of the State of New Mexico and the venue for any action arising out of the Terms and Conditions set forth herein will be in Bernalillo County, New Mexico.

Updated 2/20/2015

Acceptance: Payment will be guaranteed On Delivery of invoice, and will be subject to the above terms and conditions.

Thank you for the opportunity to present this proposal. Please contact Acme if you have any questions regarding this offer. If this proposal is agreeable, please sign and return for appropriate scheduling.

Brett Engel President

Date

Upon completion of the following with your signature, and receipt of confirmation to our office, Acme will commence with the above-mentioned project on the date, and at the price, specified. Payment will be guaranteed Net 10 Days, and will be subject to the terms and conditions attached.

Owner/Representative Signature

Date



**STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM**

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Agency: City of Las Vegas Housing Authority

Agency Chief Procurement Officer: Helen Vigil

Telephone Number: 505-454-1401

II. Name of Contractor: ACME Environmental / ERMS - RSEV, LLC dba ERMS

Address of Contractor: 3816 Carlisle Blvd., NE ABQ, NM 87107 / 4804 Hawkins Street NE Albuquerque, NM 87109

Amount of prospective contract: \$1,801.51 testing x 2 if first results positive /
\$12,476.36 x 2 if both results positive

Term of prospective contract: One time test

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Methamphetamine Screening Sample Analysis and clean up Decontamination /
Decontamination Haz mat chemical clean all pores surfaces

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The Las Vegas Housing Authority manages public housing and received a report that after law enforcement responded to a loud party call there were several arrests including but not limited to the use of methamphetamine. Due to the chemical compound of methamphetamine the LVHA is required to perform a chemical compound test to test the safety of the air in the unit for the tenants as well as the staff.

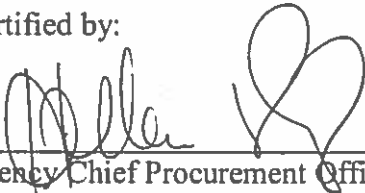
- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

The Las Vegas Housing Authority manages public housing and is working with local law enforcement to attempt to keep illegal drugs out of the LVHA.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The Las Vegas Housing Authority manages public housing and is working with local law enforcement to attempt to keep illegal drugs out of the LVHA.

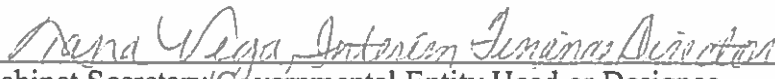
Certified by:



Agency Chief Procurement Officer

Date: 9/12/2019

Agency Approval by:



Cabinet Secretary/Governmental Entity Head or Designee

Date: 9/12/19