



CITY OF LAS VEGAS
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505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
December 14, 2016–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **DISCUSSION ITEMS**

1. Amendment to Bradner Dam Rehabilitation project scope of work.

Maria Gilvarry, Utilities Director Upon completion of the Bradner Preliminary Engineering Report the engineer will obtain permit, design, produce bid documents and supply construction phase engineering services for the Bradner Dam Rehabilitation project. This amendment defines the responsibilities and costs associated with those tasks.

2. Award request for bids #2017-11 for Miox Salt (evaporated food grade) for the Water Treatment Plant to low bidder DPC Industries.

Maria Gilvarry, Utilities Director Miox salt (evaporated food grade) is required to ensure proper filtration of the water supply.

3. Enter into agreement with Estancia Valley Solid Waste Authority for solid waste disposal services.

Maria Gilvarry, Utilities Director The City of Las Vegas will be utilizing the Estancia Valley Regional Landfill in Moriarty, New Mexico for additional solid waste disposal services. The agreement to utilize the landfill will be with the Estancia Valley Solid Waste Authority.

4. Pay Increase for all, eligible, non-bargaining unit employees.

Richard Trujillo, City Manager Request to approve a 35¢ per hour increase for all, eligible, non bargaining unit employees to be implemented and become effective on the first full pay period after approval.

5. Addendum to contract for Cisneros Design for design and promotion services.

Annette Velarde, Community Development Director In December of 2015, the city entered into a contract with Cisneros Design for the development and design of marketing and promotion services. An extensive tourism website was developed in conjunction with a comprehensive plan for the promotion of Las Vegas attractions, events, businesses, and film and hospitality industries, among others. The City seeks to extend the contract through the end of the fiscal year and then contract services on a fiscal year basis rather than calendar. Contract amounts proposed will increase frequency of social media and print reach and be used to develop trails (“itineraries”) and promote events executed by the local non-profits and allow for the development of other creative elements in expanding Las Vegas’ market reach.

VIII. 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.

IX. ADJOURN

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

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

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/2/16

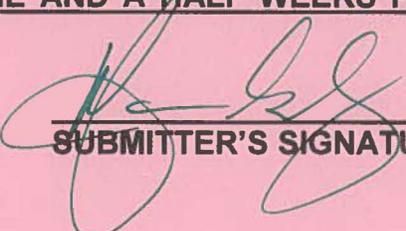
DEPT: Utilities Dept.

MEETING DATE: 12/14/16

DISCUSSION ITEM/TOPIC: Amendment to Bradner Dam Rehabilitation project scope of work.

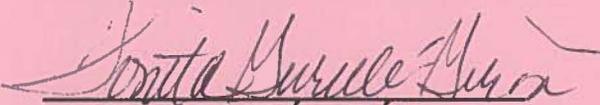
BACKGROUND/RATIONALE: Upon completion of the Bradner Preliminary Engineering Report the engineer will obtain permit, design, produce bid documents and supply construction phase engineering services for the Bradner Dam Rehabilitation project. This amendment defines the responsibilities and costs associated with those tasks.

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**



**RICHARD TRUJILLO
CITY MANAGER**

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

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

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

Revised 4/20/16



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Bradner Dam Rehabilitation
PROJECT ENGINEER: AECOM
PROJECT MANAGER: Marvin Cordova

PROJECT NUMBER: UT-WS-2013-4
CONTRACT NUMBER: 2716-13

PROJECT DESCRIPTION: The Bradner Reservoir Rehabilitation will consist of a minor raise to the existing main and auxiliary dam embankments and an upgrade to the existing outlet works comprising of a new intake tower and modification to the existing outlet conduit that will be located on the left abutment of the main or auxiliary dam embankment. Additionally an upgrade to the existing spillway will comprise of raising the existing chute walls and modification to the existing stilling basin and crest structure.

ACTION TIMELINE: 2017-2018

FUNDING SOURCES

City Funds \$0
 Capital Appropriations \$ 4,000,000.00
 Capital Appropriations \$ 6,000,000.00
 Total \$10,000,000.00

ESTIMATED EXPENDITURES

Design:
 Engineering Services: \$1,695,170.00
 Construction: \$7,000,000.00
 Total: \$8,695,170.00

LINE ITEM NUMBER: 646-0000-650-8741

ACTION	DESCRIPTION	DATE
Loan/Grant	Capital Appropriations # 14-2158 \$4.0M Capital Appropriations # 14-1587 \$6.0M	08/30/14 03/25/15
Authorized Ordinance		
Loan/Subsidy Agreement		
Engineering Services Agreement	Bradner PER w/AECOM	06/08/2016
Bid Document Review	NA	
RFB Advertised	NA	
RFB Opening	NA	
Engineers Recommendation	NA	
Committee Recommendation		
Council Approval	Item taken to City Council for Approval	
Notice to Proceed		

Amendment
Bradner Dam Rehabilitation Project
Environmental, Design and Construction Engineering Services
Scope of Work, Schedule, and Budget

Scope of Work

The following scope of work is to obtain the required environmental permit, perform the required design and gain approval and construction permit from the New Mexico Office of the State Engineer (OSE), and perform construction engineering services for the rehabilitation of Bradner Dam. If required the presented scope of work will be revised based on the findings of the Preliminary Engineering Report that URS is presently preparing for the project.

Task 1.0 - Project Management

URS will perform project management activities to ensure the completion of the PER within the project schedule and the contract budget. Project management activities will include contract administration, coordination of URS' team, coordination with the City and others, development, and implementation of a quality assurance and control process, development and maintenance of the project design schedule, and communication of project status and issues for prompt resolution with the City. URS' Project Manager will attend scheduled meetings as detailed below, and as required, to accomplish the project goals.

URS' Project Manager will schedule and conduct a kick-off meeting within 15 days of receipt of the Notice to Proceed with the Project. The primary agenda item to be addressed during the kick-off meeting shall be the project management plan and alternatives developed for this proposal. Services performed by URS and construction documents prepared by URS will be in conformance with the requirements of OSE Rules. Specific project management activities included in this scope of services are detailed in the following tasks:

Task 1.1 - Project Management Plan

URS will prepare a Project Management Plan that will serve as a guide and describe the work plan, schedule, budgets, and other project details. The Project Management Plan shall include a project overview, a copy of this scope of services along with task and subtask budget breakdowns, a summary of project objectives, the project organization and responsibilities, a contact list, a description of project communication guidelines, a preliminary project schedule, and a narrative description of critical task sequencing and linking logic that is embedded into the project schedule to easily identify critical points and milestones that may affect the overall schedule. The draft Project Management Plan will be reviewed at the kick-off meeting.

Deliverables:

- Draft and final Project Management Plans and kick-off meeting minutes.

Task 1.2 - Quality Assurance/Quality Control Program

URS' Project Manager shall establish and monitor the project Quality Assurance/Quality Control (QA/QC) procedures and milestones. A QA/QC plan will be prepared detailing major submittals and their reviews prior to submittal. This QA/QC plan will be included with the Project Management Plan.

Deliverables:

- Draft and final QA/QC Plans.

Task 1.3 - Project Schedule Development, Maintenance, and Reporting

URS will develop a detailed project schedule using MS Project to manage our efforts. The draft schedule will be presented at the kick-off meeting. The schedule will be updated as needed, or otherwise required. Schedule status will be reported on a monthly basis by hard copy schedule updates as a part of invoicing.

Deliverables:

- Initial and monthly project schedule updates in hard copy and electronic (.mpp) format.

Task 1.4 - Budget Monitoring and Reporting

The detailed project schedule will be cost and resource loaded by task, allowing URS' Project Manager to monitor actual project progress by task against the scheduled progress. Each task budget will be updated on a biweekly basis and reported by URS on a monthly basis as a part of invoicing.

Deliverables:

- Monthly budget updates with invoicing.

Task 1.5 - Invoicing and Progress Reporting

URS' Project Manager shall submit an invoice at milestone deliverables. The accompanying budget status report will indicate level of completion for each task through the end of the invoice billing period.

Deliverables:

- Monthly invoices and progress reports.

Task 2 - Environmental Permitting Phase Services

The following presents URS' scope of work to provide permitting support for the Project. The purpose of this work is to acquire the necessary environmental approvals from the U.S. Army Corps of Engineers (USACE) to construct the rehabilitation Project. The approvals are required based on our current understanding of the Project and the guidance URS received from the USACE (Ms. Deanna Cummings) on December 11th and December 16th, 2015 and October 4, 2016. The USACE requested that a Pre-Application meeting be held prior to commencement of permitting activities, ideally once the rehabilitation alternatives are identified. URS does not guarantee how the USACE, and other agencies, will respond to the City's request for permits. The services below are based on our past experience with similar projects, recent guidance from the USACE and may be modified based on the direction received at the Pre-Application meeting.

The following scope includes: 1) development of the necessary submittal documents for the authorization of a Clean Water Act Section 404 Individual Permit from the USACE and Section 401 Certification from the New Mexico Environment Department (NMED) 2) conduct activities required to satisfy National Environmental Policy Act (NEPA) compliance, and 3) conduct floodplain permitting activities including preparation of a Conditional Letter of Map Revision (CLOMR) submittal to FEMA.

Task 2.1 - Clean Water Act Section 404 and 401 Permitting

URS obtained an Individual Permit for the Bradner Reservoir Enlargement Project (Application #SPA-2014-00049-ABQ). The USACE requested that the enlargement permit be withdrawn prior to initiating the rehabilitation project. URS will assist the City with the preparation of a permit withdrawal letter for the enlargement project under this task.

It is assumed that information from the engineering alternatives analysis and the following field surveys previously conducted at Bradner Reservoir can be used as a basis for impact assessment for the rehabilitation project:

Date Completed	Study Name	Company
January 2014	Bradner Reservoir Enlargement Wetland Findings Report	URS
January 2014	Cultural Resources Survey for the Quarry Location for the City of Las Vegas Bradner Reservoir Enlargement Project in San Miguel County, New Mexico	SWCA
November 2013	Cultural Resources Survey for the City of Las Vegas Bradner Reservoir Enlargement in San Miguel County, New Mexico	SWCA
November 2013	Biological Evaluation for the City of Las Vegas Bradner Reservoir Enlargement in San Miguel County, New Mexico	SWCA

URS will modify the information in the above reports by overlaying the proposed project area for the rehabilitation onto the wetlands, biological and cultural GIS data created for the enlargement project.

URS will prepare permitting documents and conduct the agency coordination necessary to obtain a Section 404 Individual Permit and 401 Certification for the rehabilitation project. Specifically, URS will:

- 1) Participate in a pre-application meeting with the USACE and determine the permitting requirements.
- 2) Prepare the following submittals:
 - a) A ENG Form 4345 application for an USACE Individual Permit for analysis of impacts from the rehabilitation project
 - b) A Section 404(b)1 guidelines compliance analysis
 - c) A wetland functional assessment
 - d) A Mitigation Plan for the Project describing compensation for impacts to wetland and surface water features
 - e) A list of adjacent landowners
 - f) A letter submittal requesting verification of analysis of effects to federally listed threatened and endangered species, including supporting documentation.
 - g) A letter submittal requesting verification of analysis of effects to historic and cultural resources
- 3) Coordinate with other agencies [e.g. Fish and Wildlife Service, State Historic Preservation Officer (SHPO), FEMA/San Miguel County] based on guidance from the Corps in an attempt to obtain regulatory clearances in relation to the 404 Permit.

Deliverables:

- Letter of Withdrawal for the existing Bradner Reservoir Enlargement permit
- Notes from the Pre-Application meeting
- An Individual Permit Application will be prepared and submitted to the USACE and the NMED, including the supporting documentation as described above.

Task 2.2 - NEPA Compliance

Compliance with the National Environmental Policy Act (NEPA) is required for the rehabilitation project due to the federal nexus with filling jurisdictional waters of the U.S. The USACE will be the lead federal

agency for NEPA compliance. Under this task, URS will prepare a Decision Document and submit it to the USACE for review. The Decision Document will consist of information pertaining to Purpose and Need, the Proposed Action, affected environment, impacts and mitigation. The USACE will validate the Decision Document and prepare a Finding of No Significant Impact (FONSI), assuming no significant impacts result from the rehabilitation project.

Deliverable:

- A Draft Decision Document will be prepared and submitted to the USACE for review

Task 2.3 - Floodplain Permitting and CLOMR

Bradner Reservoir is shown as a Zone A floodplain area on Flood Insurance Rate Map on Panel 35047C0475D for San Miguel County, New Mexico and Incorporated Areas, dated December 3, 2010. It is anticipated that the proposed improvements associated with the Bradner Dam Rehabilitation Project will include construction within that Zone A regulatory floodplain.

San Miguel County participates in the National Flood Insurance Program (NFIP) and has adopted floodplain management criteria in the form of a Flood Damage Prevention Ordinance. Therefore, floodplain permitting coordination is required when any construction occurs within a mapped floodplain. Floodplain permitting is also a required element of the USACE's Section 404 permitting process.

In accordance with the minimum requirements of the NFIP, should the proposed improvements result in an increase or shift in the extents of the Zone A (100-year) floodplain shown on the FIRM, a CLOMR submittal to FEMA, to obtain the agency's comment on the proposed impacts of the project, is required. This scope assumes that a CLOMR submittal will be required.

Although these permitting processes were completed during the previous project for Bradner Reservoir, because the project components will change, the permitting work must be repeated based on the new proposed improvements.

San Miguel County has a prescribed floodplain permitting process that includes submittal of a permit application, along with supporting documentation and analyses. These same analyses and documentation would support a CLOMR request, should it be required. However, the CLOMR request would also require an application and submittal fee. URS will prepare Existing and Proposed Conditions hydrologic and hydraulic analyses for the 100-year flood event at Bradner Reservoir, map the resulting floodplains, and prepare the supporting documentation needed for the floodplain permit application and CLOMR submittal.

URS has prepared this scope based on the project information and permitting information available at this time. The estimate level of effort is based on that information and our experience completing this permitting process for the Bradner Reservoir Enlargement Project. This scope includes a limited amount of time to address one round of FEMA review comments on the CLOMR submittal. All preliminary review submittals will be made in electronic format. The FEMA CLOMR submittal will be made in electronic format, consistent with FEMA's online submittal requirements.

Deliverable:

- One hard copy of the final CLOMR submittal, each, to San Miguel County and the City.

Permitting Assumptions:

- No new field surveys will be conducted. Rather, the information collected from recent biological, wetlands and cultural surveys at Bradner Reservoir will be applied to the rehabilitation Project.
- The construction activities at Bradner Dam would be covered under an Individual Permit.
- There are no adverse impacts to federally listed T&E species and/or the Project will not impact critical habitat for any federally listed species.
- No migratory bird nest surveys are included in this scope of work.

- Up two meetings with the USACE (one Pre-Application meeting and one follow-up permitting status meeting, if needed).
- The Project will be in compliance with State water quality requirements and will not require additional consultation for Section 401 Certification.
- NEPA compliance will not include the preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS).
- No other federal (i.e., access or special use permits, etc.) or state permitting will be required beyond obtaining a CLOMR.
- No more than 20 unique and significant comments will be received on the 404 Individual Permit.
- No hydrologic modeling will be required to assess stream depletions.
- No public meetings will be held.
- URS has included the \$7,000 initial review fee as a pass-through cost. FEMA's current fee schedule indicates that additional review hours are charged \$60 per hour. As these costs cannot be estimated at this time, URS anticipates submitting any final charges for payment directly by the City.

Task 3 - Design Phase Services

The design of the Bradner Reservoir Rehabilitation is envisioned to include the following main civil features:

- A minor embankment raise (up to 5 feet) to the existing main and auxiliary dam embankments
- An upgrade to the existing outlet works comprising of:
 - A new intake tower
 - Modification to the existing outlet conduit that will be located under the raised portion of the main embankment
- An upgrade to the existing spillway or the provision of a new spillway located on the left abutment of the main or auxiliary dam embankment

The design of both dams and other reservoir facility infrastructure will be in accordance with New Mexico Office of the State Engineer Dam Safety Regulations (OSE, 2010) referred to herein as OSE Rules, procedures documented by USBR and the Corps, and criteria set by the City.

Assumptions:

- Design will include analysis of project features, development of design drawings, technical specifications, and design report
- Design standards and criteria are the same or similar to the previous design efforts
- Fee estimate does not include construction support. Scope of work is considered finished at submittal of the final drawings, specifications, cost estimate and design report
- Allowance for client meetings as indicated. Additional meetings to be a change order
- ITR will be performed for drawings, calculations, design report, cost estimate and specifications and will be completed prior to the submission of the final design package

Task 3.1 - Geotechnical Design

The main dam and auxiliary dam will be raised as required (up to 5 feet) in a downstream raise configuration. The raise is envisioned to be constructed mainly of on-site material borrowed from within the reservoir basin and from the borrow areas to the south and west of the reservoir. The designs will be

based on previous and currently underway geotechnical investigations and site inspections. The height of the embankment raise will be confirmed in the PER.

Assumptions:

- Material properties will be based on field investigations performed to date and being performed currently. No additional field investigations are included in this fee estimate
- The Peak Ground Acceleration (PGA) for the site is assumed to be 0.15g (approximately a 5000-year return period)
- Design effort will include completion of new geotechnical analysis

Task 3.2 - Hydraulic Design

Task 3.2.1 - Spillway

The spillway component of the Project is yet to be defined. A preferred spillway alternative will be available following the development of the PER. The spillway is likely to either be an upgrade to the existing spillway or a new spillway located on the left abutment of either the main dam or the auxiliary dam.

An upgrade to the existing spillway would likely comprise of raising the existing chute walls and modification to the existing stilling basin and crest structure. A new spillway would likely comprise of a crest control structure, a chute and a stilling basin.

The spillway will be designed to pass the revised spillway design flood which will be documented in the revised hydrology study currently being undertaken. Freeboard from the spillway design flood to the embankment crests stipulated by the OSE Rules will be provided. The existing normal water line and spillway crest elevation will be maintained. If required a new spillway exit channel will be designed.

Task 3.2.2 - Outlet Works

The rehabilitation of the outlet works is assumed to include the following:

- A new intake tower with a guard gate and three external gates with trash racks
- A new bridge from the main embankment crest to the intake tower
- Modification to the existing outlet conduit (if required) that will be located under the raised portion of the main embankment
- A new access vault (if required) downstream of the raised portion of the embankment

The intake tower and the outlet conduit will be designed in accordance with USBR methodology. The existing outlet conduit will be checked against the OSE Rules and in particular with respect to the reservoir drain time.

Assumptions:

- That the existing spillway is in adequate condition to permit an upgrade
- That the existing outlet conduit is adequate for the rehabilitation to resist the loads from the existing and the raised portion of the main embankment

Task 3.3 - Structural Design

Task 3.3.1 - Intake Tower

The intake tower will be located near the upstream toe of the embankment where there is assumed to be an adequate foundation and the ability to tie into the existing conduit through the dam. The intake tower will include multiple gate openings (total of three gates, excluding the guard gate). The intake tower

access will be provided from the dam crest by a prefabricated steel bridge. The intake tower gates will be controlled from the top of the intake tower. The conduit vent pipe will be cast into the intake tower. The staff gauge for reservoir will be mounted on the face of the intake tower where it can be easily read from the bridge. Trashracks will be installed at the three exterior gate openings. The trashrack will be sized to accommodate the design flow.

The intake tower structure will be considered for usual, unusual, and extreme loading conditions. Some structures could have more than one usual, unusual, or extreme loading condition, whereas other structures a loading condition could be eliminated by inspection.

The intake tower will be designed per U.S. Army Corps of Engineers (USACE), American Concrete Institute (ACI), and American Institute of Steel construction (AISC), for stability and strength.

Task 3.3.2 - Conduit and Conduit Encasement

Depending on the final location of the intake tower, additional conduit could be required to connect to the existing conduit. Any new conduit (steel pipe) will be encased with concrete. The conduit would be designed for compatibility with the existing conduit. The existing conduit beneath the raised portion of the dam will be concrete encased as required and will terminate at a new access vault (if required) located at the downstream toe of the raised dam. The access vault would provide access to the conduit for inspection (remote) purposes. At this time it is assumed that no valve or gate is required downstream of the dam. The existing conduit will be analyzed for increased loading, but is assumed to be adequate.

The conduit and conduit encasement will be analyzed and designed per ACI, USACE, AISC, and AWWA. The analysis of the conduit encasement will be determined using the Bureau of Reclamation's Beggs Deformeter Stress Analysis of Single-Barrel Conduits.

Task 3.3.3 - Spillway Structure

The existing upgraded or the new spillway will be considered for usual, unusual, and extreme loading conditions. Some structures could have more than one usual, unusual, or extreme loading condition, whereas other structures a loading condition could be eliminated by inspection.

Assumptions:

- All structures can be founded on rock foundation
- Where material properties are unknown, conservative assumptions will be applied
- The existing conduit is adequate for the rehabilitation and does not require any upgrade. Modification at connection points upstream and downstream of the dam can be made, but sections within the dam are adequate
- The Peak Ground Acceleration (PGA) for the structures is assumed to be 0.15g (approximately a 5000-year return period)

Task 3.4 - Access Roads

The existing access roads are to be modified as part of the rehabilitation to provide access to the raised dam crests. Only minor modifications are envisioned to be necessary in the area local to the existing dam crests.

Assumption:

- No bridge across the existing spillway will be provided

Task 3.5 - Electrical Design

The electrical design, if required, for the reservoir rehabilitation will be conducted in accordance with the following:

- NEC (National Electrical Code) 2014 will be the code basis for electrical design
- It is currently assumed that the existing PNM (Public Service Company of NM) electric service will be able to accommodate the additional electrical loads. Final confirmation of the added electrical loads will be completed during the design phases as the electrical loads are defined in more detail
- The primary power source for the new intake tower is expected to be from the existing pump station
- New electrical equipment required will follow any City preferred supplier list(s) or we will attempt to match existing equipment manufacturers. Any sole-source procurement restrictions defined by City procurement will be followed
- The existing facility is supported from an existing single standby diesel generator set. No additional generation is expected to be supplied as part of the rehabilitation. This is contingent on the new electrical loads being supported by the existing electrical service
- If power is lost and the existing facility has a protocol for load shedding to match the size of the existing single standby diesel generator set the new and existing electrical actuators should be included in the load to be retained. All new gate actuators shall be equipped with a hand wheel for manual operation
- The electric distribution system utilization power will be 480V 3 phase power with 120V convenience receptacle service to the new intake tower. The delivery power will be in above and underground conduit with power conductors between the existing electrical distribution and the intake tower
- New Mexico has a state Dark Sky Protection ordinance. The design of site safety lighting will comply with this act, while also satisfying OSHA work area illumination requirements. In general, it is expected the lighting design will include full cut-off luminaires, with automatic and manual controls. LED fixtures will be preferred due to very low maintenance and high efficiency. http://www.delapp.com/codes/nm_night_sky_protection_act_nmsa74-12-1.php
- No loud noise is expected from any of the electrical gear added in this Project
- No additional air emission permitting is expected, as the existing electrical service is already supported by a standby diesel generator set

Task 3.6 - Development of Design Drawings

URS will provide final design services based on the preferred alternative as documented in the PER. It is envisioned that there will be design drawing submittals at 30%, 60%, 90% and final design stages. To the extent practical, the reservoir enlargement design drawings will be used and revised for the rehabilitation design.

Assumption:

- It is anticipated that the rehabilitation design can be documented by no more than 90 drawings. A change order will be required for additional drawings

Task 3.7 - Development of Technical Specifications

URS will provide final design specifications. To the extent practical, the reservoir enlargement specifications will be used and revised for the rehabilitation design.

Task 3.8 - Design Report

URS will prepare a Design Report that will describe the rehabilitation, the basis for design, the analysis completed and the design. A construction cost estimate and schedule will be included in the design report.

Task 3.9 - Cost Estimate and Schedule

URS will perform the following for the revised design:

- Prepare an Engineer's Opinion of Probable Construction Cost
- Prepare a Construction Schedule

Task 3.10 - City and OSE PER Submittal and Approval

URS will prepare the final design submittal for the City and OSE. We will develop the submittal in conformance with OSE Rules. We will first submit the final design to the City for their initial review and then address their comments before submitting the report to the OSE for their review and approval. URS will stay in contact with the OSE during their review and will address their comments in a timely manner.

Deliverables

The deliverables are as follows:

- Technical memorandum to summarize the design criteria to be used for the rehabilitation
- 30%, 60%, 90% and Final design packages consisting of the following:
 - Design Report (Table of contents only for 30% design deliverable)
 - Drawings
 - Specifications (Table of contents only for 30% design deliverable)
 - Construction Cost Estimate

Task 4 – Construction Phase Services

Task 4.1 - Bidding

URS will support the City related to the project's bidding process. URS will hold a pre-bid conference with the potential bidders at the site to discuss the project elements. The bidding process will include answering contractor questions through written correspondence, issuance of clarifications and addenda, review of submitted bids for reasonableness, making a contractor selection recommendation, obtaining required documents from the selected contractor, and given notice to proceed for construction. URS will issue meeting minutes for the pre-bid meeting to the City and bidders.

Task 4.2 - Evaluate Contractor's Submittals

URS will review shop drawings, product data, samples and other submittals, and coordinate them with information contained in related documents. The submittals will be reviewed with the specific intent of ensuring that materials and equipment (whether fabricated off-site or on-site) meet the requirements of the Contract Documents.

Task 4.4 - Conduct Meetings with Contractor

Weekly review meetings will be held to ensure that the construction services meet the needs of the City. URS will receive and review as required by the Contract Documents construction records, maintenance and operation instructions, schedules, certificates of compliance, and certificates of inspections.

Task 4.5 - Coordinate Required Testing

Field and laboratory testing for soil and concrete will be coordinated during construction to ensure the conditions of the plans and specifications are satisfied. Materials testing will be provided by the selected Contractor. URS will coordinate their activities in the field.

Task 4.6 - Judge Acceptability of Work (Observation)

URS will act as the initial interpreter of the requirements of the contract documents and judge of the acceptability of the work and make decisions on claims of Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. URS will serve as the initial interpreter of the Contract Documents and will notify the City of any conditions, procedures, work quality, or schedule, as the Contractor affects them and will adversely affect the goals of the project. URS will perform site observations on a full-time basis to meet the OSE requirements.

Task 4.7 - Maintain Project Files and Log Books

URS will maintain files for correspondence, reports of job conferences, shop drawings, samples, submissions, and reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the engineer's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

Task 4.8 - Site Visit Logs

URS will maintain a log book, recording dates and hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, activities, decision, observations in general and record detailed results and procedures of tests conducted.

Task 4.9 - Review and Recommend Construction Payments

Based on URS' inspections and review of applications for payment and other accompanying data and schedules, determine the amounts owing to Contractor and recommend in writing payments to the Contractor in such amounts. Within ten days of receipt of an application for payment a recommendation will be for payment by the City or the application will be returned to the Contractor indicating in writing the reasons for refusing to recommend payment. If requested, URS will coordinate with the OSE to process payments.

Task 4.10 - Conduct Final Inspections

URS will conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents. URS will also conduct an inspection to determine if the Contractor has fulfilled their obligations so that URS may recommend, in writing, final payment to Contractor and may give written notice to the City and the Contractor that the work is acceptable. URS, with the City's assistance, will determine if the project is "substantially complete" and specify the conditions under which URS should recommend final payment.

Task 4.11 - Closeout Documents

URS will prepare the required documents that will meet the OSE rules related to closeout documents.

Task 4.12 - Initial Reservoir Filling Support

URS will support the City related to the initial filling of the reservoir after construction as presented in the closeout documents prepared under Task 4.11. It is anticipated that City staff will take the required instrumentation measurements and will then submit them to URS. URS will evaluate the data and prepare the required report and will submit the report to the OSE at the required initial based on the closeout documents presented under Task 4.11.

Schedule

The attached schedule presents the general project schedule related to the reversion date of June 30, 2018. Once the amendment is executed a detailed schedule will be prepared. **The City will need to issue the notice to proceed by December 9, 2016 so that the permitting, design, and construction can be completed by the revision date of June 30, 2018.**

Budget

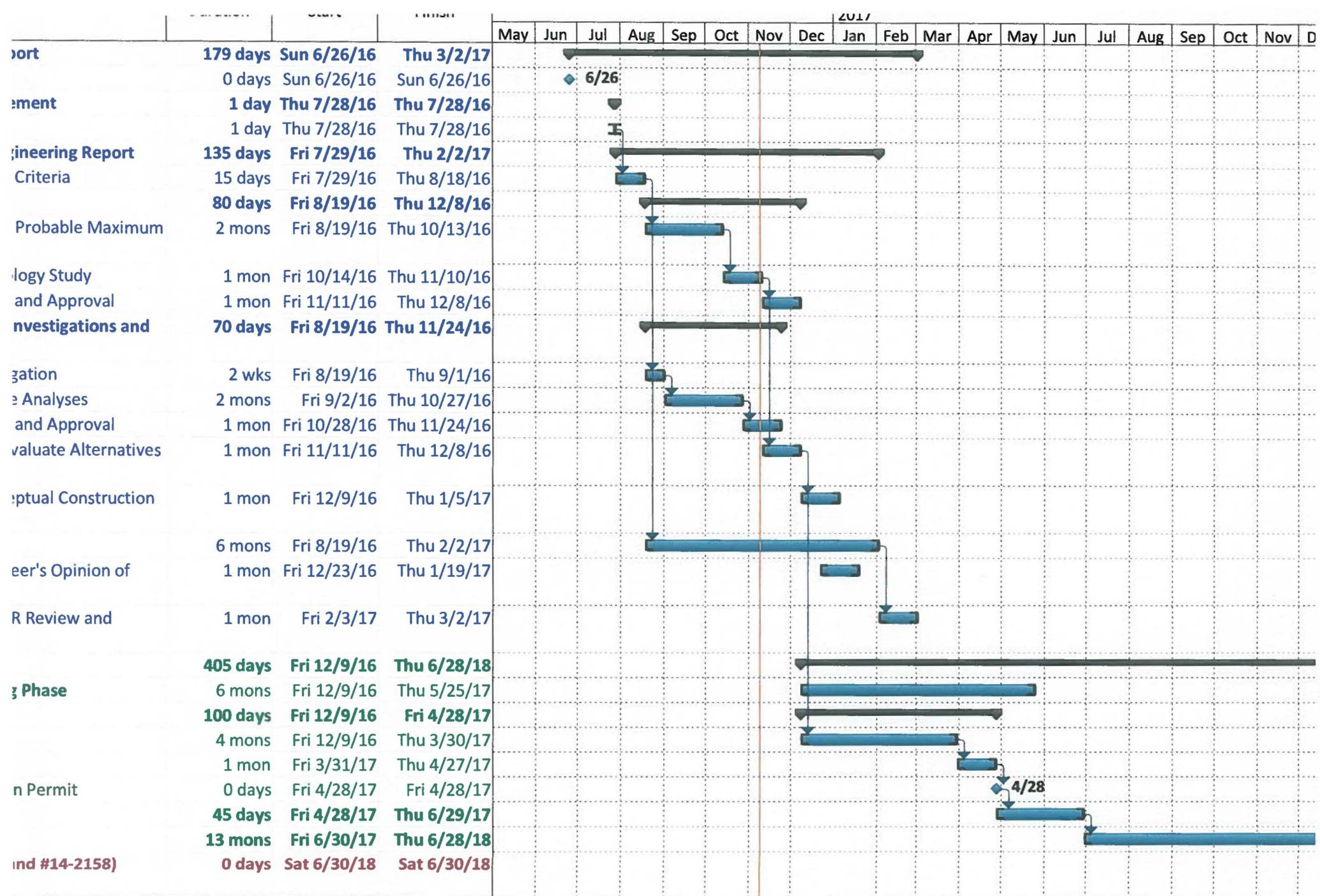
The above scope of work will be performed based on a time and materials not to exceed amount of \$ \$1,695,170.00 which includes 7.1875 % for New Mexico Gross Receipt tax. The attached spreadsheet presents the details of the proposed budget.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in triplicate on the respective dates indicated below.

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER: City of Las Vegas
By _____
Type Name _____
Title _____
Date _____

ENGINEER: URS Corporation
By _____
Type Name Ed A. Toms
Title Vice President
Address 6200 South Quebec Street
Greenwood Village, Colorado 80111
Date November 9, 2016



Fee Estimate with Full Time Construction Phase Services	
Project Management (8%)	\$ 117,151
Environmental Permitting	\$ 67,920
Rehabilitation Design	\$ 700,260
Construction Phase Services - Full Time	\$ 696,208
Total	\$ 1,581,500
GRT	\$ 113,670
Total (Including GRT)	\$ 1,695,170

GRT (%)

7.1875%

**Construction Phase Services - Full Time
Budget Estimate**

Labor	Total Hours	Rate	Unit	Bidding	Evaluate Contractor's Submittals	Conduct Meetings with Contractor	Coordinate Required Testing	Site Visits, Judge Acceptability of Work (Observations), Maintain Project Files and Log Books	Review and Recommend Construction Payments	Conduct Final Inspections	Closeout Documents	Initial Reservoir Filling	Grand Total
Assistant/Support Staff 1	0	\$47	\$/hr										\$0
Assistant/Support Staff 2	0	\$58	\$/hr										\$0
Assistant/Support Staff 3	0	\$69	\$/hr										\$0
Assistant/Support Staff 4	0	\$79	\$/hr										\$0
Assistant/Support Staff 5	0	\$91	\$/hr										\$0
Assistant/Support Staff 6	0	\$101	\$/hr										\$0
Assistant/Support Staff 7	240	\$111	\$/hr	16	16	16	16	40	40	16	40	40	\$26,640
Assistant/Support Staff 8	0	\$122	\$/hr										\$0
Assistant/Support Staff 9	0	\$133	\$/hr										\$0
Assistant/Support Staff 10	0	\$143	\$/hr										\$0
Staff 1	0	\$84	\$/hr										\$0
Staff 2	192	\$96	\$/hr	16	16	16	16	16	16	16	40	40	\$18,432
Staff 3	0	\$106	\$/hr										\$0
Staff 4	3240	\$116	\$/hr	80				3000			80	80	\$375,840
Project 1	0	\$128	\$/hr										\$0
Project 2	0	\$138	\$/hr										\$0
Project 3	948	\$148	\$/hr	80	80	52	52	312	52	80	120	120	\$140,304
Project 4	0	\$160	\$/hr										\$0
Consultant 1	0	\$175	\$/hr										\$0
Consultant 2	0	\$191	\$/hr										\$0
Consultant 3	256	\$207	\$/hr	16	16	16	16	80	16	16	40	40	\$52,992
Consultant 4	0	\$222	\$/hr										\$0
Principal 1	0	\$245	\$/hr										\$0
Labor Subtotal				\$27,744	\$18,464	\$14,320	\$14,320	\$416,712	\$16,984	\$18,464	\$43,600	\$43,600	\$614,208
Communication Markup		0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Labor Total				\$27,744	\$18,464	\$14,320	\$14,320	\$416,712	\$16,984	\$18,464	\$43,600	\$43,600	\$614,208
Other Direct Costs	No. Units	Rate	Unit										Grand Total
Airfare	2	\$400	Round Trip										\$0
Rental Vehicles	6	\$80	Day	3						3			\$480
Lodging	2	\$110	Night	2						4			\$660
Meals	466	\$60	Day	3				459		4			\$27,960
Parking Fees	2	\$30	Day										\$0
Field Supplies (GPS, Data request, postage)	0	\$20	Each										\$0
Miscellaneous (document production/FedEx)	1	\$200	Each	2							2		\$800
Long Term Truck Rental	13	\$1,500	Month					13					\$19,500
Long Term Lodging	13	\$1,700	Month					13					\$22,100
Other Direct Costs Subtotal				\$1,040	\$0	\$0	\$0	\$69,140	\$0	\$920	\$400	\$0	\$71,500
Other Direct Costs Markup		0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage	0	0.58	Miles										\$0
Mileage Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Costs Total				\$1,040	\$0	\$0	\$0	\$69,140	\$0	\$920	\$400	\$0	\$71,500
Subcontracts	Rate	Unit										Grand Total	
													\$0
													\$0
WHPacific, Inc. - Survey											\$10,000		\$10,000
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
Subcontracts Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$10,000
Subcontracts Markup		5%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0	\$500
Subcontracts Total				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500	\$0	\$10,500
GRAND TOTAL				\$28,784	\$18,464	\$14,320	\$14,320	\$485,852	\$16,984	\$19,384	\$54,500	\$43,600	\$696,208

Fee Estimate with Full Time Construction Phase Services	
Project Management (8%)	\$ 117,151
Environmental Permitting	\$ 67,920
Rehabilitation Design	\$ 700,260
Construction Phase Services - Full Time	\$ 696,208
Total	\$ 1,581,500
GRT	\$ 113,670
Total (Including GRT)	\$ 1,695,170

GRT (%)

7.1875%

Rehabilitation Design
Budget Estimate

				Structural and Mechanical Design	Hydraulic Design	General Civil Design	Electrical Design	Geotechnical Design	Design Drawings	Specifications	Design Report	Cost Estimating and Schedule	Meetings for 30%, 60%, 90% and Final Submissions	Grand Total
Labor	Total Hours	Rate	Unit	Hours										Grand Total
Assistant/Support Staff 1	0	\$47	\$/hr											\$0
Assistant/Support Staff 2	0	\$58	\$/hr											\$0
Assistant/Support Staff 3	0	\$69	\$/hr											\$0
Assistant/Support Staff 4	0	\$79	\$/hr											\$0
Assistant/Support Staff 5	0	\$91	\$/hr											\$0
Assistant/Support Staff 6	60	\$101	\$/hr							20	20	20		\$6,060
Assistant/Support Staff 7	1000	\$111	\$/hr						1000					\$111,000
Assistant/Support Staff 8	1000	\$122	\$/hr						1000					\$122,000
Assistant/Support Staff 9	0	\$133	\$/hr											\$0
Assistant/Support Staff 10	0	\$143	\$/hr											\$0
Staff 1	0	\$84	\$/hr											\$0
Staff 2	1080	\$96	\$/hr	280	160	80	20	160	260	20	80	20		\$103,680
Staff 3	0	\$106	\$/hr											\$0
Staff 4	0	\$116	\$/hr											\$0
Project 1	0	\$128	\$/hr											\$0
Project 2	780	\$138	\$/hr	40	80	40	120	40			80	80	300	\$107,640
Project 3	940	\$148	\$/hr	120	160	20	40	180	260	40	80	40		\$139,120
Project 4	280	\$160	\$/hr	40	40	20	20	40	40	20	40	20		\$44,800
Consultant 1	0	\$175	\$/hr											\$0
Consultant 2	0	\$191	\$/hr											\$0
Consultant 3	280	\$207	\$/hr	20	20	20	20	20	60	20	20		80	\$57,960
Consultant 4	0	\$222	\$/hr											\$0
Principal 1	0	\$245	\$/hr											\$0
Labor Subtotal				\$60,700	\$60,620	\$23,500	\$31,740	\$58,060	\$315,260	\$17,200	\$43,120	\$24,100	\$57,960	\$692,260
Communication Markup		0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Labor Total				\$60,700	\$60,620	\$23,500	\$31,740	\$58,060	\$315,260	\$17,200	\$43,120	\$24,100	\$57,960	\$692,260
Other Direct Costs	No. Units	Rate	Unit	Number										Grand Total
Airfare	2	\$400	Round Trip											\$0
Rental Vehicles	12	\$80	Day										12	\$960
Lodging	2	\$110	Night										32	\$3,520
Meals	32	\$60	Day										32	\$1,920
Parking Fees	2	\$30	Day											\$0
Field Supplies (GPS, Data request, postage)	0	\$20	Each											\$0
Miscellaneous (document production/FedEx)	1	\$200	Each										8	\$1,600
Long Term Truck Rental	0	\$1,500	Month											\$0
Long Term Lodging	0	\$1,700	Month											\$0
Other Direct Costs Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$8,000
Other Direct Costs Markup		0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage	0	0.58	Miles											\$0
Milage Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Costs Total				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$8,000
Subcontracts	Rate	Unit	Cost										Grand Total	
														\$0
														\$0
														\$0
														\$0
														\$0
														\$0
														\$0
														\$0
														\$0
Subcontracts Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subcontracts Markup		5%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subcontracts Total				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL				\$60,700	\$60,620	\$23,500	\$31,740	\$58,060	\$315,260	\$17,200	\$43,120	\$24,100	\$65,960	\$700,260

Construction Phase Services - Full Time
Budget Estimate

				Bidding	Evaluate Contractor's Submittals	Conduct Meetings with Contractor	Coordinate Required Testing	Site Visits, Judge Acceptability of Work (Observations), Maintain Project Files and Log Books	Review and Recommend Construction Payments	Conduct Final Inspections	Closeout Documents	Initial Reservoir Filling	Grand Total
Labor	Total Hours	Rate	Unit	Hours									Grand Total
Assistant/Support Staff 1	0	\$47	\$/hr										\$0
Assistant/Support Staff 2	0	\$58	\$/hr										\$0
Assistant/Support Staff 3	0	\$69	\$/hr										\$0
Assistant/Support Staff 4	0	\$79	\$/hr										\$0
Assistant/Support Staff 5	0	\$91	\$/hr										\$0
Assistant/Support Staff 6	0	\$101	\$/hr										\$0
Assistant/Support Staff 7	240	\$111	\$/hr	16	16	16	16	40	40	16	40	40	\$26,640
Assistant/Support Staff 8	0	\$122	\$/hr										\$0
Assistant/Support Staff 9	0	\$133	\$/hr										\$0
Assistant/Support Staff 10	0	\$143	\$/hr										\$0
Staff 1	0	\$84	\$/hr										\$0
Staff 2	192	\$96	\$/hr	16	16	16	16	16	16	16	40	40	\$18,432
Staff 3	0	\$106	\$/hr										\$0
Staff 4	3240	\$116	\$/hr	80				3000			80	80	\$375,840
Project 1	0	\$128	\$/hr										\$0
Project 2	0	\$138	\$/hr										\$0
Project 3	948	\$148	\$/hr	80	80	52	52	312	52	80	120	120	\$140,304
Project 4	0	\$160	\$/hr										\$0
Consultant 1	0	\$175	\$/hr										\$0
Consultant 2	0	\$191	\$/hr										\$0
Consultant 3	256	\$207	\$/hr	16	16	16	16	80	16	16	40	40	\$52,992
Consultant 4	0	\$222	\$/hr										\$0
Principal 1	0	\$245	\$/hr										\$0
Labor Subtotal				\$27,744	\$18,464	\$14,320	\$14,320	\$416,712	\$16,984	\$18,464	\$43,600	\$43,600	\$614,208
Communication Markup		0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Labor Total				\$27,744	\$18,464	\$14,320	\$14,320	\$416,712	\$16,984	\$18,464	\$43,600	\$43,600	\$614,208
Other Direct Costs	No. Units	Rate	Unit	Number									Grand Total
Airfare	2	\$400	Round Trip										\$0
Rental Vehicles	6	\$80	Day	3						3			\$480
Lodging	2	\$110	Night	2						4			\$660
Meals	466	\$60	Day	3				459		4			\$27,960
Parking Fees	2	\$30	Day										\$0
Field Supplies (GPS, Data request, postage)	0	\$20	Each										\$0
Miscellaneous (document production/FedEx)	1	\$200	Each	2						2			\$800
Long Term Truck Rental	13	\$1,500	Month					13					\$19,500
Long Term Lodging	13	\$1,700	Month					13					\$22,100
Other Direct Costs Subtotal				\$1,040	\$0	\$0	\$0	\$69,140	\$0	\$920	\$400	\$0	\$71,500
Other Direct Costs Markup		0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage	0	0.58	Miles										\$0
Mileage Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Costs Total				\$1,040	\$0	\$0	\$0	\$69,140	\$0	\$920	\$400	\$0	\$71,500
Subcontracts	Rate	Unit	Cost									Grand Total	
													\$0
													\$0
WHPacific, Inc. - Survey											\$10,000		\$10,000
													\$0
													\$0
													\$0
													\$0
													\$0
Subcontracts Subtotal				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$10,000
Subcontracts Markup		5%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0	\$500
Subcontracts Total				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500	\$0	\$10,500
GRAND TOTAL				\$28,784	\$18,464	\$14,320	\$14,320	\$485,852	\$16,984	\$19,384	\$54,500	\$43,600	\$696,208

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/2/16

DEPT: Utilities Dept.

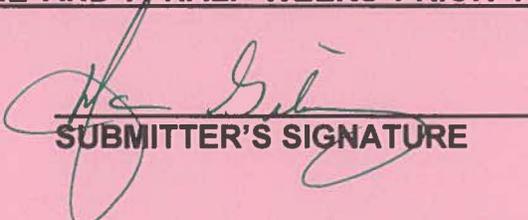
MEETING DATE: 12/14/16

DISCUSSION ITEM/TOPIC: Award request for bids #2017-11 for Miox Salt (evaporated food grade) for the Water Treatment Plant to low bidder DPC Industries.

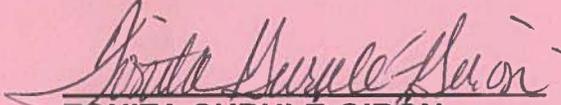
BACKGROUND/RATIONALE: Miox salt (evaporated food grade) is required to ensure proper filtration of the water supply.

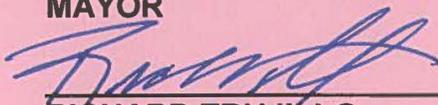
Advertised: 11/16/16; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: December 1, 2016
Number of Bidders: 2; DPC Industries, Deco, Inc.
Amount: \$9.00 per 50 pound bag
Budget Line Item: 640-0000-610-7104

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

PROPOSAL/BID OPENING

DATE: 1-Dec-2016

OPENING NO.: 2017-11

TIME: 2:00 PM

DEPARTMENT: WATER DEPT

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

ITEM(S): MIOX SALT (EVAPORATED FOOD GRADE)

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
<u>WPC Industries</u>	<u>9⁰⁰</u>	<u>per 50# bag</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Secc, Inc.</u>	<u>9³⁰</u>	<u>50# bag</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<u>14⁸⁰</u>	<u>80# bag</u>		

COMPANY REPRESENTATIVE

COMPANY NAME

Juliet A. Wiley
Law & Ken.
W. W. Massey
Donna J.
John V.
Keeps Spencer

WPC Industries, Inc.
City of Las Vegas.
City of Las Vegas
CLV
CLV Gas Dept.
City of Las Vegas Purchasing
CLV - Inventory/Purchasing

(use other side of form when full)
 SIGNATURES TAKEN BY: Delaney Andreef
 DATE: 12/1/16

OPENED BY: FINANCE DEPARTMENT
[Signature]
 DATE: 12/1/2016

Law & Ken. 12/1/2016

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Dec 1, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (EVAPORATED FOOD GRADE)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 N. Grand Ave., Las Vegas, NM 87701

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2017-11; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, the bid will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

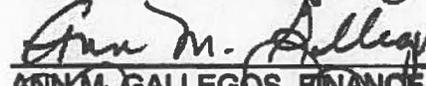
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS


RICHARD TRUJILLO, CITY MANAGER


H. ENRICO GALLEGOS, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017- 11

Date Issued: Nov 2, 2016

Published:

Las Vegas Optic Nov 16, 2016

City Website: www.lasvegasnm.gov

Albuquerque Journal Nov. 16, 2016

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): MIOX (EVAPORATED FOOD GRADE SALT)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF }

COUNTY OF }

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

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

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Dec /, 2016 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2016. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): MIOX SALT (EVAPORATED FOOD GRADE)
Sodium Chloride

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____

NOTE: MUST MEET INCLUDED SPEC'S



Technical Information

CMF[®] Evaporated Salt

DESCRIPTION:

CMF[®] Evaporated Salt is a food grade, granular, white crystalline sodium chloride manufactured under stringent process control procedures by vacuum evaporation of chemically purified brine. This salt is obtained from under-ground deposits by deep well solution mining.

ORGANOLEPTIC PROPERTIES:

CMF[®] Evaporated Salt has a characteristic saline taste, and may exhibit a slight halogen odor upon warming.

COMPLIANCE:

CMF[®] Evaporated Salt is of food grade quality, complying fully with the standards for Sodium Chloride as set forth in the Food Chemicals Codex. It is approved for direct use in meat and poultry products by the U.S. Department of Agriculture Food Safety and Inspection Service.

ADDITIVES:

CMF[®] Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMF[®] Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional churn butter, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

PACKAGING AND STORAGE:

CMF[®] Evaporated Salt is available in 50lb. and 80lb. multiwall kraft containers which incorporate polyethylene film liners for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, Cargill and the Food Chemicals Codex 5th Edition.

OTHER PROPERTIES:

CMF[®] Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.

²110°C for 2 hours.

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	16	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1280	1170 - 1265

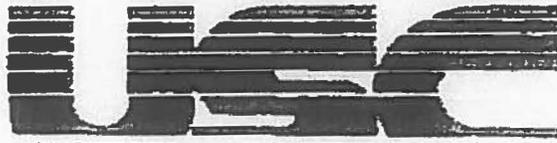
Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011

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

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



UNITED SALT CORP.

Blue Ridge Producing Plant
 5035 McHard Road • Houston, Texas 77053
 Phone: (800) 815-7822
 (713) 877-2688
 Fax: (281) 437-7934

Product Data Sheet

TRU-FLO™ EVAPORATED FOOD GRADE SALT

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.85
Calcium Sulfate	0.15
Insolubles	0.00
Moisture	0.08

Typical Screen Analysis

U.S. Sieve	Opening, Inches	Weight % Retained On
20	0.0331	0.0
30	0.0234	2.3
40	0.0165	45.3
45	0.0139	33.3
50	0.0117	11.4
70	0.0083	6.3
100	0.0059	0.8
-100	<0.0059	0.6

Product

Tru-Flo™ USC Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.8% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the vacuum pan evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

Yellow Prussiate of Soda (YPS): Up to 13 ppm

Trace Elements

Iron (From Yellow Prussiate of Soda): 1.5 ppm

Typical Bulk Density

80 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene-lined, moisture-proof, kraft paper bags which are skid resistant.

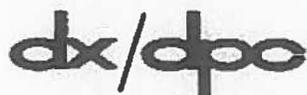
Packaging				Palletization			
Bag Size (Lbs.)	UPC Code	Dimensions WxDxH	Cube (CF)	Bags/Pallet	Dimensions WxDxH	Gross Wt. (Lbs.)*	Pallet Pattern (Tiers)
25	0-41430-00399-5	10"x23"x2.5"	.3	100	40"x48"x35"	2604	10 tiers of 10
50	0-41430-00397-1	12"x28"x3"	.6	49	40"x48"x32"	2548	7 tiers of 7
80	0-41430-00398-1	16"x28"x4"	1.0	30	40"x48"x32"	2495	6 tiers of 5

*Gross Weight Includes 80# Wood Pallet

BR0498-399

This information is accurate to the best of our knowledge but is not intended as a specification, and no warranty, expressed or implied, is given.





Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: **SODIUM CHLORIDE**
 Synonyms: Salt, Flour Salt, Sea Salt, Table Salt
 Intended use: Water conditioning, Dairying, Food or Animal feed
 Uses Advised Against: None known.
 Company Identification

DPC Industries, Inc.
 DPC Enterprises, LP
 DXI Industries, Inc.
 DX Terminals
 PO Box 24600
 Houston, TX 77229-4600

Emergency
 CHEMTREC (USA) (800) 424-9300
 24 hour Emergency Telephone No. (281) 457-4888
 www.dxgroup.com

2. Hazard Identification of the product

Physical hazards	Not classified.	
Health hazards	Causes serious eye irritation.	Category 5
	May be harmful if swallowed.	Category 4
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows. No applicable GHS categories		
Signal Word	Warning	
Hazard Statements	No applicable GHS categories	
Precautionary Statements		
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Contact medical personnel if you feel unwell. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/water. Wash contaminated clothing before reuse. If skin irritation or rash, get medical attention. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If irritation persists, get immediate medical attention.	
Storage	Keep container tightly closed when not in use. Store away from incompatible materials.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/Information on ingredients

Synonyms: Salt, Flour Salt, Sea Salt, Table Salt

Ingredient	CAS Number	Weight %
Sodium Chloride	7647-14-5	99 - 100

Safety Data Sheet

4. First aid measures	
Description of first aid measures	
General	Never give anything by mouth to an unconscious person. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Remove to fresh air, keep patient warm and at rest. Call a physician if symptoms develop or persist. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention.
Eyes	Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If eye irritation persists, get medical attention.
Skin	Wash skin thoroughly with soap and water or use a recognized skin cleanser. Remove contaminated clothing and wash before re-use. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. If the person is conscious, have them drink water. Get medical attention if symptoms occur.
Most important symptoms and effects, both acute and delayed	
Overview	Direct contact with eyes may cause irritation.
Indication of immediate medical attention and special treatment needed	<p>Eye contact: Contact may cause burning or tearing.</p> <p>Skin contact: Frequent or prolonged contact may irritate the skin and cause a skin rash (dermatitis).</p> <p>Ingestion: May cause digestive tract irritation with symptoms including nausea, diarrhea, vomiting, and abdominal pain.</p> <p>Inhalation: Moderately irritating to respiratory tract.</p>
5. Fire-fighting measures	
Extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use water jet.
Special hazards arising from the substance or mixture	When heated to decomposition, may emit toxic fumes.
Advice for fire-fighters	Wear positive pressure, self-contained breathing apparatus, (SCBA) with a full facepiece and protective clothing. Non-combustible, substance itself does not burn but may decompose upon heating to produce toxic fumes. Move container from fire area if it can be done without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use NIOSH/MSHA approved respirator if there is risk of exposure to dust/fumes at levels exceeding exposure limits. Do not handle damaged containers or material unless wearing appropriate protective clothing.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	Sweep up or vacuum and place in container for disposal. Flush area with water. Prevent from entering waterways.
7. Handling and storage	
Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. Avoid humid or wet conditions as product will cake and become hard. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Handle containers carefully to prevent damage and spillage. Store in a cool, dry, well ventilated place. Store away from incompatible materials described in Section 10. Keep containers closed when not in use.

Safety Data Sheet

8. Exposure controls and personal protection Occupational exposure limits

CAS No.	Material	Source	Value
7847-14-5	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/kg/1hr
Sodium chloride (7647-14-5)	3,000 Rat	10,000 Rabbit	42 Rabbit

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Item	Hazard
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	Not Applicable
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Prolonged skin contact may cause irritation and rash.
Eye damage/irritation	Dust may cause eye irritation.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	Not Applicable
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable
Aspiration hazard	Not Applicable

12. Ecological information

Aquatic Ecotoxicity

Ingredient	LC50/96 hr fish, mg/l	EC50/48hr crustacea, mg/l	EC50/72hr algae, mg/l
Sodium chloride (7647-14-5)	Not Available	Not Available	Not Available

Persistence and degradability	There is no data available on the preparation itself.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Results of PBT and vPvB assessment	This product contains no PBT/vPvB chemicals.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations. Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material	Sweep or vacuum up spilled material and place in container for disposal. The waste determination should be made in discussion between the user and the waste disposal company.
Container Management	Empty containers or liners may retain some product residues. Dispose of contents/container in accordance with local / national regulations

Safety Data Sheet

14. Transport Information	
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Not Regulated
DOT Hazard Class	Not Applicable
DOT Label:	None
UN / NA Number:	Not Applicable
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	Not Applicable
Environmental hazards:	IMDG: Marine Pollutant: No
Special precautions for user:	Not Applicable

15. Regulatory information	
Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)
US EPA Tier II Hazards:	Fire: No
	Sudden Release of Pressure: No
	Reactive: No
	Immediate (Acute): Yes
	Delayed (Chronic): No
SARA 302 Extremely Hazardous Substance:	No
SARA 311/312 Chemicals :	No
SARA 313 (TRI)	No
CAA Section 112 Hazardous Air Pollutant	No
CAA Section 112R Risk Management Plan	No
State Regulations:	N.J. RTK Substances (>1%) Not listed
	Penn RTK Substances (>1%) Not listed
	California Prop 65 Not listed

16. Other information
<p>Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.</p> <p>The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.</p> <p style="text-align: center;">THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.</p>

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Dec 1 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (EVAPORATED FOOD GRADE)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 N. Grand Ave., Las Vegas, NM 87701

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2017-11; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, the bid will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

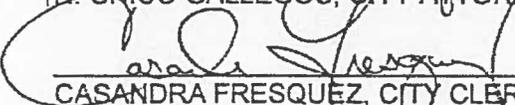
CITY OF LAS VEGAS



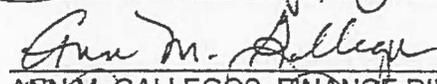
RICHARD TRUJILLO, CITY MANAGER



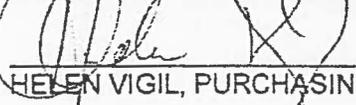
H. CHICO GALLEGOS, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK



ANN M. GALLEGOS, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017- 11

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CITY OF LAS VEGAS
PURCHASING DEPT.

2:05 PM
12/1/16

BIDDER INFORMATION

BIDDER: DPC INDUSTRIES, INC.

AUTHORIZED AGENT: ALAN MOSS

ADDRESS: P.O. BOX 9155 AMF, Albuquerque, NM 87119 (3501 2nd Street SW, 87105)

TELEPHONE NUMBER () (505) 877-3883, Toll Free 800-445-0533

FAX NUMBER () (505) 877-1433

DELIVERY: AS REQUIRED/REQUESTED

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1022070736

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): MIOX (EVAPORATED FOOD GRADE SALT)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF } ~~NEW~~ MEXICO

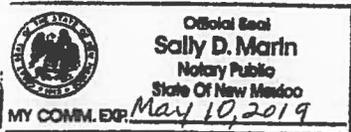
COUNTY OF } BERNALILLO

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

Alan Moss
Signature

Subscribed and sworn to before me, this 30 day of November, 2016.

(SEAL)



Sally D. Marin
Notary Public Signature
My Commission Expires: May 10, 20²⁰19

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Dec /, 2016 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2016. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 735-1481408

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-131741-00-0

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): MIOX SALT (EVAPORATED FOOD GRADE)
Sodium Chloride

- A. SODIUM CHLORIDE (MIOX SALT) 50lb.Bag \$ 9.00 Per Bag
(\$0.50lb.)
- B. Product meets specification and is \$ _____
- C. NSF Certified. \$ _____
- D. Price quoted is FOB City of Las Vegas, \$ _____
- E. Water Filter Plant, Montzuma, NM \$ _____
- F. A 4% Delivery Fee (Fuel Surcharge) \$ _____
- G. is added to the total dollar amount of \$ _____
- F. the materiel delivered. \$ _____
- G. _____ \$ _____
- H. _____ \$ _____
- I. _____ \$ _____
- J. _____ \$ _____
- K. _____ \$ _____
- L. _____ \$ _____

NOTE: MUST MEET INCLUDED SPEC'S

Product to be furnished is CARGILL CMF EVAPORATED SALT. Food Grade.



Technical Information

CMF® Evaporated Salt

DESCRIPTION:

CMF® Evaporated Salt is a food grade, granular, white crystalline sodium chloride manufactured under stringent process control procedures by vacuum evaporation of chemically purified brine. This salt is obtained from under-ground deposits by deep well solution mining.

ORGANOLEPTIC PROPERTIES:

CMF® Evaporated Salt has a characteristic saline taste, and may exhibit a slight halogen odor upon warming.

COMPLIANCE:

CMF® Evaporated Salt is of food grade quality, complying fully with the standards for Sodium Chloride as set forth in the Food Chemicals Codex. It is approved for direct use in meat and poultry products by the U.S. Department of Agriculture Food Safety and Inspection Service.

ADDITIVES:

CMF® Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMF® Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional chum buffer, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

PACKAGING AND STORAGE:

CMF® Evaporated Salt is available in 50lb. and 80lb. multiwall kraft containers which incorporate polyethylene film liners for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, Cargill and the Food Chemicals Codex 5th Edition.

OTHER PROPERTIES:

CMF® Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min.
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.
²110°C for 2 hours.

SIEVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	15	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1280	1170 - 1265

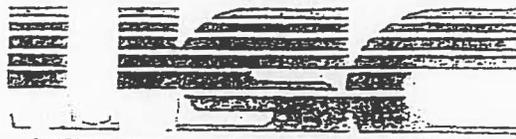
Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011

CARGILL SALT
P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7253

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



UNITED SALT CORP.

Blue Ridge Producing Plant
 5055 McHard Road • Houston, Texas 77053
 Phone: (800) 815-7822
 (713) 877-2588
 Fax: (281) 437-7934

Product Data Sheet

TRU-FLO™ EVAPORATED FOOD GRADE SALT

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.85
Calcium Sulfate	0.15
Insolubles	0.00
Moisture	0.08

Typical Screen Analysis

U.S. Sieve	Opening, Inches	Weight % Retained On
20	0.0331	0.0
30	0.0234	2.3
40	0.0165	45.3
45	0.0139	33.3
50	0.0117	11.4
70	0.0083	6.3
100	0.0059	0.8
-100	<0.0059	0.6

Product

Tru-Flo™ USC Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.8% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the vacuum pan evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

Yellow Prussiate of Soda (YPS): Up to 13 ppm

Trace Elements

Iron (From Yellow Prussiate of Soda): 1.5 ppm

Typical Bulk Density

80 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene-lined, moisture-proof, kraft paper bags which are skid resistant.

Packaging				Palletization			
Bag Size (Lbs.)	UPC Code	Dimensions WxLxH	Cube (CB)	Bags/Pallet	Dimensions WxLxH	Gross Wt. (Lbs.)*	Pallet Pattern (Tiers)
25	0-41430-00399-5	10"x23"x2.5"	.3	100	40"x48"x35"	2604	10 tiers of 10
50	0-41430-00397-1	12"x28"x3"	.5	48	40"x48"x32"	2548	7 tiers of 7
80	0-41430-00398-1	15"x28"x4"	1.0	30	40"x48"x32"	2495	6 tiers of 5

*Gross Weight includes 60# Wood Pallet

SR0498-399

This information is accurate to the best of our knowledge but is not intended as a specification and no warranty, expressed or implied, is given.



Safety Data Sheet

4. First aid measures	
Description of first aid measures	
General	Never give anything by mouth to an unconscious person. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Remove to fresh air, keep patient warm and at rest. Call a physician if symptoms develop or persist. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention.
Eyes	Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If eye irritation persists, get medical attention.
Skin	Wash skin thoroughly with soap and water or use a recognized skin cleanser. Remove contaminated clothing and wash before re-use. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. If the person is conscious, have them drink water. Get medical attention if symptoms occur.
Most important symptoms and effects, both acute and delayed	
Overview	Direct contact with eyes may cause irritation.
Indication of immediate medical attention and special treatment needed	<p>Eye contact: Contact may cause burning or tearing.</p> <p>Skin contact: Frequent or prolonged contact may irritate the skin and cause a skin rash (dermatitis).</p> <p>Ingestion: May cause digestive tract irritation with symptoms including nausea, diarrhea, vomiting, and abdominal pain.</p> <p>Inhalation: Moderately irritating to respiratory tract.</p>
5. Fire-fighting measures	
Extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use water jet.
Special hazards arising from the substance or mixture	When heated to decomposition, may emit toxic fumes.
Advice for fire-fighters	Wear positive pressure, self-contained breathing apparatus, (SCBA) with a full facepiece and protective clothing. Non-combustible, substance itself does not burn but may decompose upon heating to produce toxic fumes. Move container from fire area if it can be done without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use NIOSH/MSHA approved respirator if there is risk of exposure to dust/fumes at levels exceeding exposure limits. Do not handle damaged containers or material unless wearing appropriate protective clothing.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	Sweep up or vacuum and place in container for disposal. Flush area with water. Prevent from entering waterways.
7. Handling and storage	
Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. Avoid humid or wet conditions as product will cake and become hard. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Handle containers carefully to prevent damage and spillage. Store in a cool, dry, well ventilated place. Store away from incompatible materials described in Section 10. Keep containers closed when not in use.

Safety Data Sheet

8. Exposure controls and personal protection Occupational exposure limits

CAS No.	Material	Source	Value
7647-14-5	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/kg/1hr
Sodium chloride (7647-14-5)	3,000 Rat	10,000 Rabbit	42 Rabbit

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Item	Hazard
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	Not Applicable
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Prolonged skin contact may cause irritation and rash.
Eye damage/irritation	Dust may cause eye irritation.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	Not Applicable
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable
Aspiration hazard	Not Applicable

12. Ecological information

Aquatic Ecotoxicity

Ingredient	LC50/96 hr fish, mg/l	EC50/48hr crustacea, mg/l	EC50/72hr algae, mg/l
Sodium chloride (7647-14-5)	Not Available	Not Available	Not Available

Persistence and degradability	There is no data available on the preparation itself.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Results of PBT and vPVB assessment	This product contains no PBT/vPVB chemicals.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations. Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material	Sweep or vacuum up spilled material and place in container for disposal. The waste determination should be made in discussion between the user and the waste disposal company.
Container Management	Empty containers or liners may retain some product residues. Dispose of contents/container in accordance with local / national regulations

Safety Data Sheet

14. Transport Information	
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Not Regulated
DOT Hazard Class	Not Applicable
DOT Label:	None
UN / NA Number:	Not Applicable
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	Not Applicable
Environmental hazards:	IMDG: Marine Pollutant: No
Special precautions for user:	Not Applicable

15. Regulatory information	
Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)
US EPA Tier II Hazards:	Fire: No
	Sudden Release of Pressure: No
	Reactive: No
	Immediate (Acute): Yes
	Delayed (Chronic): No
SARA 302 Extremely Hazardous Substance:	No
SARA 311/312 Chemicals :	No
SARA 313 (TRI)	No
CAA Section 112 Hazardous Air Pollutant	No
CAA Section 112R Risk Management Plan	No
State Regulations:	N.J. RTK Substances (>1%) Not listed
	Penn RTK Substances (>1%) Not listed
	California Prop 65 Not listed

16. Other information

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

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

11/30/2016

Date

Sales Manager

Title (Position)

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



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

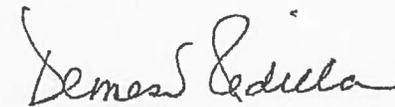
RESIDENT BUSINESS CERTIFICATE

Issued to: **DPC INDUSTRIES INC**
DBA: **DPC INDUSTRIES INC**
PO BOX 130410
HOUSTON, TX 77219-0410

Expires: **26-Feb-2018**

Certificate Number:

L1022070736



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Technical Information

CMF[®] Evaporated Salt

DESCRIPTION:

CMF[®] Evaporated Salt is a food grade, granular, white crystalline sodium chloride manufactured under stringent process control procedures by vacuum evaporation of chemically purified brine. This salt is obtained from under-ground deposits by deep well solution mining.

ORGANOLEPTIC PROPERTIES:

CMF[®] Evaporated Salt has a characteristic saline taste, and may exhibit a slight halogen odor upon warming.

COMPLIANCE:

CMF[®] Evaporated Salt is of food grade quality, complying fully with the standards for Sodium Chloride as set forth in the Food Chemicals Codex. It is approved for direct use in meat and poultry products by the U.S. Department of Agriculture Food Safety and Inspection Service.

ADDITIVES:

CMF[®] Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMF[®] Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional chum butter, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

PACKAGING AND STORAGE:

CMF[®] Evaporated Salt is available in 50lb. and 80lb. multiwall kraft containers which incorporate polyethylene film liners for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-93, Cargill and the Food Chemicals Codex 5th Edition.

OTHER PROPERTIES:

CMF[®] Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min.
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.
²110°C for 2 hours.

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	16	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1280	1170 - 1265

Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011

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

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



Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: SODIUM CHLORIDE
Synonyms: Salt, Flour Salt, Sea Salt, Table Salt
Intended use: Water conditioning, Deicing, Food or Animal feed
Uses Advised Against: None known.
Company Identification DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Terminals
PO Box 24600
Houston, TX 77229-4500

Emergency
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Not classified.	
Health hazards	Causes serious eye irritation.	Category 5
	May be harmful if swallowed.	Category 4
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows. No applicable GHS categories		
Signal Word	Warning	
Hazard Statements	No applicable GHS categories	
Precautionary Statements		
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Contact medical personnel if you feel unwell. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/ water. Wash contaminated clothing before reuse. If skin irritation or rash, get medical attention. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If irritation persists, get immediate medical attention.	
Storage	Keep container tightly closed when not in use. Store away from incompatible materials.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Salt, Flour Salt, Sea Salt, Table Salt

Ingredient	CAS Number	Weight %
Sodium Chloride	7647-14-5	99 - 100

Safety Data Sheet

4. First aid measures

Description of first aid measures

General	Never give anything by mouth to an unconscious person. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Remove to fresh air, keep patient warm and at rest. Call a physician if symptoms develop or persist. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention.
Eyes	Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If eye irritation persists, get medical attention.
Skin	Wash skin thoroughly with soap and water or use a recognized skin cleanser. Remove contaminated clothing and wash before re-use. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. If the person is conscious, have them drink water. Get medical attention if symptoms occur.

Most important symptoms and effects, both acute and delayed

Overview	Direct contact with eyes may cause irritation.
Indication of immediate medical attention and special treatment needed	<p>Eye contact: Contact may cause burning or tearing.</p> <p>Skin contact: Frequent or prolonged contact may irritate the skin and cause a skin rash (dermatitis).</p> <p>Ingestion: May cause digestive tract irritation with symptoms including nausea, diarrhea, vomiting, and abdominal pain.</p> <p>Inhalation: Moderately irritating to respiratory tract.</p>

5. Fire-fighting measures

Extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use water jet.
Special hazards arising from the substance or mixture	When heated to decomposition, may emit toxic fumes.
Advice for fire-fighters	Wear positive pressure, self-contained breathing apparatus, (SCBA) with a full facepiece and protective clothing. Non-combustible, substance itself does not burn but may decompose upon heating to produce toxic fumes. Move container from fire area if it can be done without risk.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use NIOSH/MSHA approved respirator if there is risk of exposure to dust/fumes at levels exceeding exposure limits. Do not handle damaged containers or material unless wearing appropriate protective clothing.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	Sweep up or vacuum and place in container for disposal. Flush area with water. Prevent from entering waterways.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. Avoid humid or wet conditions as product will cake and become hard. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Handle containers carefully to prevent damage and spillage. Store in a cool, dry, well ventilated place. Store away from incompatible materials described in Section 10. Keep containers closed when not in use.

Safety Data Sheet

8. Exposure controls and personal protection Occupational exposure limits

CAS No.	Material	Source	Value
7647-14-5	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/kg/1hr
Sodium chloride (7647-14-5)	3,000 Rat	10,000 Rabbit	42 Rabbit

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Item	Hazard
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	Not Applicable
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Prolonged skin contact may cause irritation and rash.
Eye damage/irritation	Dust may cause eye irritation.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	Not Applicable
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable
Aspiration hazard	Not Applicable

12. Ecological information

Aquatic Ecotoxicity

Ingredient	LC50/96 hr fish, mg/l	EC50/48hr crustacea, mg/l	EC50/72hr algae, mg/l
Sodium chloride (7647-14-5)	Not Available	Not Available	Not Available

Persistence and degradability	There is no data available on the preparation itself.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Results of PBT and vPvB assessment	This product contains no PBT/vPvB chemicals.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations. Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material	Sweep or vacuum up spilled material and place in container for disposal. The waste determination should be made in discussion between the user and the waste disposal company.
Container Management	Empty containers or liners may retain some product residues. Dispose of contents/container in accordance with local / national regulations

Safety Data Sheet

14. Transport information		
Transport hazard class(es)		
DOT (Domestic Surface Transportation)		
DOT Proper Shipping Name:	Not Regulated	
DOT Hazard Class	Not Applicable	
DOT Label:	None	
UN / NA Number:	Not Applicable	
DOT Packing Group:	Not Applicable	
CERCLA/DOT RQ:	Not Applicable	
Environmental hazards:	IMDG: Marine Pollutant: No	
Special precautions for user:	Not Applicable	
15. Regulatory information		
Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	No
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		No
SARA 313 (TRI)		No
CAA Section 112 Hazardous Air Pollutant		No
CAA Section 112R Risk Management Plan		No
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Not listed
	California Prop 65	Not listed
16. Other information		
<p>Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.</p> <p>The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.</p> <p style="text-align: center;">THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.</p>		

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Dec 1, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (EVAPORATED FOOD GRADE)

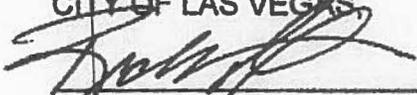
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 N. Grand Ave., Las Vegas, NM 87701

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

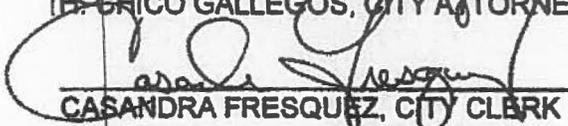
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2017-11; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, the bid will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

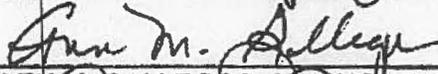
The City of Las Vegas reserves the right to reject any/or all bids submitted.

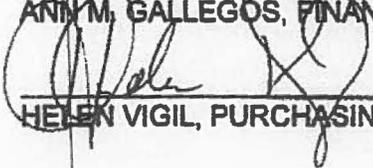
CITY OF LAS VEGAS


RICHARD TRUJILLO, CITY MANAGER


H. CHICO GALLEGOS, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017- 11

Date Issued: Nov 2, 2016

Published:

Las Vegas Optic Nov 16, 2016

City Website: www.lasvegasnm.gov

RECEIVED
DEC 01 2016

CITY OF LAS VEGAS
PURCHASING DEPT

2:15 pm
HJ

BIDDER INFORMATION

BIDDER: DeCO INC
AUTHORIZED AGENT: Kolter DeFoor
ADDRESS: PO Box 5711 Clovis NM 88102
TELEPHONE NUMBER () 575 763 9197
FAX NUMBER () 575 763- 9530
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____
BID ITEM (S): MIOX (EVAPORATED FOOD GRADE SALT)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF } New Mexico
COUNTY OF } Curry

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

Signature _____

Subscribed and sworn to before me, this 22 day of November, 2016.

(SEAL)

Sarah Kinkard
Notary Public Signature

My Commission Expires: 08-06-2017

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Dec 1, 2016 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2016. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-364223-00-0

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): MIOX SALT (EVAPORATED FOOD GRADE)
Sodium Chloride

A. <u>TRU-FLO Evaporated Food Grade Salt 50 Lbs</u>	\$ <u>9.³⁰</u> per 50lb Bag
B. <u>TRU-FLO Evaporated Food Grade Salt 80 Lbs</u>	\$ <u>14.⁸⁰</u> per 80LB Bag
C. _____	\$ _____
D. _____	\$ _____
E. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____

NOTE: MUST MEET INCLUDED SPEC'S F.O.B. Las Vegas NM
Waste Water Treatment Plant, Gross Receipt Tax is Included

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) _____

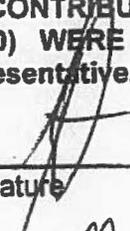
Signature

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

11-22-2016
Date

Manager
Title (Position)

DATASHEET: TRU-FLO UNTREATED EVAPORATED FOOD GRADE SALT

Product Description

USC Tru-Flo Untreated Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.9% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the mechanical vapor recompression evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

None

Trace Elements

Heavy Metals as Lead Less than 2 ppm

Typical Bulk Density

76-78 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene lined, moisture-proof, kraft paper bags which are skid resistant.

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.95
Calcium & Magnesium Sulphate as SO ₄	.0005 (5ppm)
Moisture	0.05
	0.10

Typical Screen Analysis

** Gross Weight Includes 80# Wood Pallet

Screen Analysis

U. S. Sieve	Typical % Retained	Weight % Ranges
20	0.1	0.0-0.8
30	13.1	0.6-31.1
40	44.9	29.2-57.8
45	20.8	12.7-39.9
50	10.1	4.9-23.9
70	8.3	3.4-16.4
100	2.0	0.2-6.1
-100	0.7	0.1-3.8

Packaging

Bag Size (Lbs)	UPC Code	Dimensions WxLxH	Cube (Ft ³)
50	0-41430-00335-3	12"x28"x3"	.6
80	0-41430-00334-6	16"x28"x4"	1.0

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DeCO INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 5711

6 City, state, and ZIP code
Clouis NM 88102

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 [] [] [] - [] [] - [] [] [] []

or

Employer identification number
81-3639701

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 10-4-2016

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/2/16

DEPT: Utilities Dept.

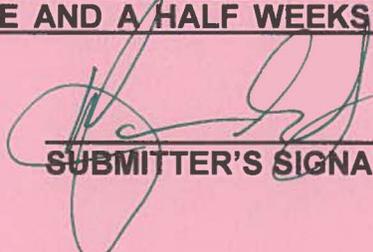
MEETING DATE: 12/14/16

DISCUSSION ITEM/TOPIC: Enter into agreement with Estancia Valley Solid Waste Authority for solid waste disposal services.

BACKGROUND/RATIONALE: The City of Las Vegas will be utilizing the Estancia Valley Regional Landfill in Moriarty, New Mexico for additional solid waste disposal services. The agreement to utilize the landfill will be with the Estancia Valley Solid Waste Authority. Costs for services will be as follows:

- | | | |
|----|------------------------------------|------------------|
| 1. | Municipal Solid Waste | \$33.00 per ton |
| 2. | Construction & Demolition material | \$33.00 per ton |
| 3. | Special Waste | \$54.00 per ton |
| 4. | Scrap Tires | \$150.00 per ton |
| 5. | Single Stream Recycling material | \$10.00 per ton |
| 6. | Clean Fill | \$10.00 per ton |
| 7. | Freon containing appliances | \$15.00 each |

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.

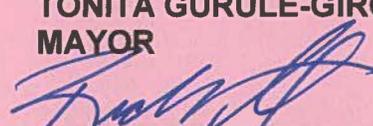


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN
MAYOR



RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

**DISPOSAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND ESTANCIA VALLEY SOLID WASTE**

THIS DISPOSAL AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Las Vegas, hereinafter referred to as the “City”, and Estancia Valley Solid Waste hereinafter referred to as the “contractor” for disposal of solid waste controlled by City of Las Vegas. The City of Las Vegas is a municipality in the State of New Mexico, as represented by the City Council. The Council’s authorized representative to sign this Agreement is Richard Trujillo, City Manager.

RECITALS

WHEREAS, the Legislature of the State of New Mexico has authorized and required local agencies to make adequate provisions for municipal solid waste handling, within their jurisdiction; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the disposal of municipal solid waste, including the Resource Conservation and Recovery Act and similar New Mexico laws and regulations; and

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide safe disposal of municipal solid waste collected by City within the area covered by this agreement; and

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven disposal of municipal solid waste within the area covered by this agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

1. DEFINITIONS

- A. **"Effective Date"** means the date on which services are to begin under this Agreement.
- B. **"Force Majeure"** means events that are not reasonable within the control of the party affected by the Force majeure event, and includes acts of God such as landslides, lightning, forest fires, storms, floods and earthquakes, civil disturbances strikes, lockouts, or other industrial disturbances, acts of the public enemy, war blockades, acts of terrorism, public riots, breakages, explosions , accident to machinery, equipment or materials, unavailability of required materials or disposal site, governmental restraint or other caused, whether of the kind enumerated otherwise, but excluding the obligations of other cause, whether of the kind enumerated otherwise, either party to make payments due hereunder.
- C. **"Service Area"** means the entire territory within New Mexico that is served by the City as of the effective date of this agreement and such additional area as may thereafter become included within the City's jurisdiction.
- D. **"Hazardous Waste"** means all waste defined or characterized as hazardous by the Federal Solid Waste Disposal Act (42 U.S.C. §3251 et. seq), as amended including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.) and all future amendments thereto or regulations promulgated there under, and all waste defined or characterized as hazardous by the principal agencies of the State of New Mexico having jurisdiction, Hazardous Waste shall not include incidental household hazardous waste that is commingled with Solid Waste.
- E. **"Solid Waste"** means all putrescible and not putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, community and municipal garbage, trash, refuse, paper, rubbish, ashes, green waste, demolition and construction waste, manure, vegetable or animal solid and semi-solid

waste, and other discarded solid and semi-solid waste. The term "Solid Waste" as used herein does not include "Hazardous Waste" designated waste or contaminants which may be injurious to personnel engaged in solid wastes handling, including, but not limited to infectious waste, acids, explosives, radioactive material and septic tank pumping, large mechanical devices, nor any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state, federal or local law, regulation, rule, code, ordinance, order, permit or permit condition. If the Parties agree, the "Solid Waste" may also include waste or other materials which may require special handling at a disposal facility, including but not be limited to, clean soil, non-hazardous contaminated soil, construction, recyclable materials, demolition and land-clearing debris, and non-friable asbestos, if this is the case, rates will be mutually agreed upon prior to handling and incorporated herein as Exhibit B.

2. SCOPE OF SERVICES: The City shall be responsible for delivery of wastes to the Estancia Valley Regional Landfill at 249 Sidewinder Road, Moriarty, NM 87035 between the hours of 7:00 a.m. to 3:00 p.m. Monday through Friday, excluding Thanksgiving Day, Christmas Day and New Year's Day. Contractor shall furnish all labor, supervision, materials, supplies, equipment and all other items required to properly dispose of all Solid Waste generated or accumulated within the service area and delivered by the City to Contractor. The scope of services to be performed by Contractor shall be accomplished in a professional manner in accordance with all schedules and other performance standards mutually agreed upon and established by the parties.

A. Solid Waste Disposal: City shall dispose of all Solid Waste at Estancia Valley Solid Waste Authority. All solid waste shall be handled in compliance with the landfill permit and New Mexico Environment Department regulations. Contractor shall see that any landfill at which Solid Waste is disposed of shall maintain and provide upon request records of deliveries made on behalf of City

including, but not limited to, date, time of day, vehicle identification and weight or volume.

B. Alternate Disposal Site: City reserves the right to dispose of solid waste at other permitted landfills.

3. EXCLUSIVE RIGHT: The City does hereby grant to contractor and contractor shall have the exclusive duty, right and privilege to dispose of or otherwise handle all Solid Waste generated ("Collection Sites"). The collection, transportation and disposal of discarded home and industrial appliances, tire's, and aluminum and other recyclable metals, yard waste, old corrugated cardboard and old newspapers is not subject of the exclusive right granted herein.

4. COLLECTION EXCLUSION: It is understood that the Contractor is not authorized and is not required hereunder to accept Hazardous Waste or restricted or other waste that is not acceptable or permitted for disposal at the Estancia Valley Solid Waste Authority. If Contractor observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released in reportable quantities in the service area, Contractor shall immediately notify the city of the same.

5. STANDARD FOR COLLECTION AND OPERATION:

A. Compliance with Law: Contractor shall comply with all laws and regulations applicable to Contractor's operations, including laws, ordinance, rules and regulations of the United States, the State of New Mexico, City and any New Mexico Counties included within the Service Area.

B. Equipment: Contractor shall possess or demonstrate to the City reasonable satisfaction that it has available to it adequate equipment, including reserve or replacement equipment, sufficient to perform the services required of Contractor herein. Contractor shall maintain equipment in good mechanical condition.

C. Collection Operations: Contractor shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to City transportation and/or solid waste vehicles.

6. RATES; ADJUSTMENTS; BILLING

A. Service Rate Schedule: Contractor shall provide the disposal services required under this Agreement for the rates set forth below.

1. Municipal Solid Waste	\$33.00 per ton
2. Construction & Demolition material	\$33.00 per ton
3. Special Waste	\$54.00 per ton
4. Scrap Tires	\$150.00 per ton
5. Single Stream Recycling material	\$10.00 per ton
6. Clean Fill	\$10.00 per ton
7. Freon containing appliances	\$15.00 each

B. Contractor's request shall include a report detailing the extraordinary increased expenses associated with performance of the services and City shall not unreasonably withhold, condition, or delay consent to such an adjustment. In addition, City shall approve the interim rate adjustment within such time period as necessary to ensure that the adjustment to compensate for such increases in taxes is effective on the same date that the increase is effective.

C. Billing and Payments: Contractor shall invoice City on a monthly basis for each calendar month that wastes are delivered. Contractor shall provide itemized bills, showing charges for all classifications of service, per trip transport fees, net weight-in tons, landfill costs, and any other pertinent factors including the charge for late payment, or other applicable expenses. The City agrees that it shall pay all bills received within thirty (30) days from the date of the said billing. Failure to make the payment within the thirty (30) day period should be deemed a breach of this agreement and the Contractor shall be entitled under the agreement to immediately refuse to accept further waste from the City until payment has been received.

- 7. RECORDKEEPING; REPORTING:** Contractor shall make available to City for review monthly and annual reports regarding the services provided hereunder. City shall have the right during normal business hours and upon reasonable (at least (10) business days) advance notice to Contractor, to inspect the books of Contractor for purposes of verifying the invoices submitted hereunder and/or the need for a rate increase as provided in Section 10.2. Any such inspection shall be at the expense of the city. Contractor shall maintain bill and compliance records throughout the term of the Agreement and for a period of one (1) year thereafter or as required by law, whichever is greater.
- 8. TERM OF AGREEMENT:** The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years, subject to written notification of renewal by either Party to the other not less than ninety (90) days and not more than one hundred eighty (180) days prior to the end of the then existing terms.
- 9. TERMINATION:** This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice may be shortened only upon a written agreement by the two parties. However, should the offeror default in the Contract the City retains the right to terminate this agreement immediately.
- A. Force Majeure:** The performance of this agreement may be discontinued or temporarily suspended in the event of Force Majeure. With the exception of obligations to make payments due for services rendered hereunder, neither Party shall be deemed to be in default or liable for failure to perform under this Agreement if such Party's performance is prevented or delayed by Force Majeure. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances, and

litigation including appeals, shall be entirely within the discretion of each Party, and the Parties may make settlement thereof at such time and on any such terms and conditions as they may deem to be advisable.

10. Emergency Services

A. Contactor's Failure to Perform: In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to perform the disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulations in the Agreement Area to such an extent in a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Contractor to impose all costs to the Contractor for disposal of the City's Solid Waste.

In the event that the City incurs documented per ton transport costs in excess of the costs charged by Contractor hereunder during the period that City takes over services, reimburse City the documented difference between the service rates under this Agreement and the rates paid by City during the takeover of services. If Contractor has not resumed services within fifteen (15) calendar days from the date City begins providing services under this provision, City shall have the right to terminate this Agreement on written notice to Contractor, and such termination will be effective as of the date Contractor receives such notice.

B. Uncontrollable Circumstances: In the event that, due to seriously inclement or Force Majeure weather conditions, that materially prohibit Contractor's ability to perform under the provisions of this Agreement, the parties agree that the obligations of this Agreement shall be suspended during the period of such inclement weather or Force Majeure circumstances. Upon the termination of the inclement weather or Force Majeure circumstance, then the provisions of this Agreement shall be reinstated and once again binding upon the parties.

11. INDEMNIFICATION: Contractor shall fully indemnify, hold harmless and defend the City, its directors, officers, officials, employees, agents, affiliates and volunteers (“Indemnified Parties”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable fees and costs), whether or not involving a third party claim, which arise out of or relate to any injury to persons or property that are a result of an error, omission, or negligent act of the contractor or any person employed by or acting on behalf of the contractor.

A. Procedure: Contractor shall have obligation to indemnify or defend hereunder unless the indemnities provide written notice to Contractor of the occurrence in events giving rise to Contractor's obligation to indemnify hereunder within thirty (30) days after the indemnities know or should have known of such events. The indemnities shall co-operate in the defense of suit if requested by Contractor to litigate such suit, which approval shall not be unreasonable withheld, delayed or conditioned. Contractor shall have the sole right to provide that a full and complete indemnification is reached on behalf of the City of Las Vegas. Contractor has the right to contest, defend, litigate and settle claims tendered by the indemnities hereunder provided that, at least ten (10) business days prior to any such settlement, written notice of Contractor's intention to settle is given to the indemnities.

B. Insurance: If any claims indemnified against under this section have the potential for coverage under any insurance, then the indemnity set forth in this section shall be limited as provided in section 11. Before pursuing recovery under this indemnity, the indemnities shall exhaust all recovery under all available insurance. Once the indemnities have exhausted all recovery under all available insurance, the Contractor shall pay only the amount of the loss, if any, which exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of the Agreement waive or relinquish any subrogation or contribution rights that

the parties of their insurers may have against another insurer or other potentially liable party. Notwithstanding anything in this Agreement to the contrary, Contractor shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends, however, then the Contractor shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

12. INSURANCE: Notwithstanding anything contained herein to the contrary. Contractor's insurance, additional insured endorsement and waiver of subrogation obligations shall be limited to the extent consistent with Contractor's indemnity obligation set forth in section 10.1. Contractor shall secure and maintain continuously in full force and effect during the term of this Agreement, and any extensions hereof, insurance policies which will protect Contractor and City from Claims from bodily injury, death or property damage which may arise from Contractor's activities or operations under this agreement, Said policies shall be for not less than the amounts listed below:

1. **Worker's Compensation: Statutory.**
2. **Employer's Liability: \$1,000,000 per accident, per occurrence.**
3. **Public Liability, Bodily Injury and Property Damage Insurance: \$2,000,000 per accident, per occurrence, \$6,00,000 annual aggregate.**
4. **Automobile Liability Insurance: \$2,000,000 per accident, per occurrence; \$6,000,000 annual aggregate.**

A. Additional Insured; Certificate: The liability insurance policies shall name City as an additional insured. Contractor shall provide City with a Certificate of Insurance duly executed by Contractor's insurance carrier which shall serve as evidence of the continued existence of Contractor's insurance policies required hereunder and which shall contain a provision that the coverage there under will not be canceled or materially changed without thirty (30) days prior written notice given City. Contractor shall provide a copy of the Liability of Insurance Coverage to the City to be attached to the Contract as **Exhibit A**.

- 13. VENUE:** The Contractor does hereby agree that the exclusive venue for any dispute between the parties shall be in the State of New Mexico in the Fourth Judicial District Court.
- 14. ASSIGNMENT; USE OF SUBCONTRACTOR:** Contractor shall not assign its rights under this Agreement to any other person or corporate entity without the prior written consent of the City, which consent shall not be unreasonably delayed, withheld or conditioned. Notwithstanding the foregoing, City shall have the right without seeking or obtaining approval of Contractor or its parent corporation, and to use licensed and qualified subcontractors for the transportation of Solid Waste from the collection sites to the designated disposal facility, provided that the contractor shall remain responsible at all times for the performance of any subcontractor selected by Contract and for all services rendered under the Agreement.
- 15. CHANGES IN LAW:** In the event that new or amended local, state or federal laws, ruling, or regulations are enacted after the Effective Date of this Agreement and have the effect operating or precluding compliance with one or more provisions of the Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulation, and the City and the Contractor shall enter into an amendment of this Agreement that reflects the extent to which the provisions hereof have so modified or suspended. Notwithstanding the foregoing, should Contractor, by force of any such law, ruling or regulations, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the Contractor's ability to perform under this Agreement then the contractor may notify the city in writing of this condition and may terminate this agreement upon providing at least sixty (60) days advance written notice of termination to the City. Nothing in this Agreement shall prohibit Contractor from obtaining or seeking to obtain modification, reversal, or repeal of such law, ruling or regulation or restrict Contractor's right to legally contest the

validity of such law, ruling or regulation. Contractor shall not be considered in breach of this agreement during such time as Contractor is contesting or appealing any notice of violation ordinance, rule, regulation, ruling or law.

16. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and shall not be deemed an employee of the City.

17. CAPTIONS: Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of the Agreement or the intent of any provision of it.

18. SEVERABILITY: If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable , unless this Agreement without the served provision would frustrate a material purpose of either Party in entering into this Agreement.

19. WAIVER: No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any right at any time.

20. COUNTERPARTS: This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

21. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

- 22. AMENDMENT:** This Agreement may be amended, altered or modified only in writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the Parties hereto.
- 23. REASONABLE COOPERATION:** The Parties agree to cooperate fully and reasonably with one another to facilitate the delivery of services hereunder in the professional and effective manner possible to meet the needs of the City of Las Vegas and the citizens it serves.
- 24. COMPLETE AGREEMENT:** This writing constitutes the full and complete Agreement and understanding between the Contractor and the City. All previous agreements are hereby superseded.
- 25. NEW MEXICO TORT CLAIMS ACT:** Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, and et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.
- 26. BRIBERY AND KICKBACKS:** As required by Section 13-1-191, N.M.S.A. 1978 it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of the public officer or employee (Section 30-4-1, N.M.S.A., 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by any 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 (Section 30-40-1, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, N.M.S.A., 1978).

27. DISCRIMINATION PROHIBITED: In performing the services required hereunder, the contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

28. THIRD PARTY BENEFICIARIES: By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

City of Las Vegas:

Contractor:

Richard Trujillo, City Manager

**Estancia Valley Solid Waste Authority
P.O. Box 736
Estancia, NM 87016**

Approved as to Legal Sufficiency only:

H. Chico Gallegos, City Attorney

ATTEST:

Cassandra Fresquez, City Clerk

P.O. Box 736
Estancia, New Mexico 87016
evswa.com

SOLID WASTE
ESTANCIA VALLEY
AUTHORITY

505-384-4270
505-384-3062 fax
TrashBilling.com

November 9, 2016

Ms. Maria Gilvarry
City of Las Vegas, Utilities Director
905 12th Street
Las Vegas, NM 87701

Sent via email to: mgilvarry@gmail.com

RE: Rates for Solid Waste Disposal Services for the City of Las Vegas

Dear Ms. Gilvarry:

The Estancia Valley Solid Waste Authority (dba Estancia Valley Regional Landfill) would like to offer the following rates to the City of Las Vegas for solid waste disposal services. Confirmation of these rates will be subject to the approval by the EVSWA Board of Directors (BOD) at the next BOD meeting (Friday, November 18 at 3:00 pm). The meeting will be conducted at the EVSWA office in Estancia.

The following rates will be presented for the City of Las Vegas and to the EVSWA BOD for approval:

Municipal Solid Waste	\$33.00 per ton
Construction & Demolition material	\$33.00 per ton
Special Waste	\$54.00 per ton
Scrap Tires	\$150.00 per ton
Single Stream Recycling material	\$10.00 per ton
Clean Fill	\$10.00 per ton
Freon containing appliances	\$15.00 each

Exhibit B

The City of Las Vegas shall be responsible for delivery of wastes to the Estancia Valley Regional Landfill at 249 Sidewinder Road, Moriarty, NM, 87035 between the hours of 7:00 am to 3:00 pm, Monday through Friday, excluding Thanksgiving Day, Christmas Day, and New Year's Day. The EVSWA will invoice the City of Las Vegas on a monthly basis for each calendar month that wastes are delivered.

Exhibit A

Our services are not subject to New Mexico Gross Receipt Taxes. Our CRS ID# is: 02-296437-00-1.

Sincerely,



Andy Miller
Manager, Estancia Valley Solid Waste Authority



County of Torrance ♦ City of Moriarty
Town of Estancia ♦ Town of Mountainair ♦ Town of Vaughn
Village of Willard ♦ Village of Encino

Printed on Recycled Paper

Shawni Muniz

From: Maria Gilvarry [gilvarrym@gmail.com]
Sent: Tuesday, November 29, 2016 2:10 AM
To: Shawni Muniz
Subject: Fwd: EVSWA/Las Vegas Pricing

For use in the Council package.

----- Forwarded message -----

From: "Andy Miller" <andy@evswa.com>
Date: Nov 28, 2016 17:11
Subject: Fwd: EVSWA/Las Vegas Pricing
To: <gilvarrym@gmail.com>
Cc:

Maria -

I was using an incorrect email the last couple of times that I sent you an email. My apologies.

Here is the email that I meant to send you a week or so ago. It would be great if you can separate materials (and we will help you with that). If not, then we can work toward that goal.

Andy

----- Forwarded Message -----

Subject: EVSWA/Las Vegas Pricing
Date: Fri, 18 Nov 2016 17:38:06 -0700
From: Andy Miller <andy@evswa.com>
To: mgilvarry@gmail.com

Maria -

My board of directors approved our proposed rates for use by the City of Las Vegas, with a couple of conditions, that I think can be easily met and that make sense.

They would like to have C&D, cardboard, and single stream recyclables segregated from the MSW. We can help you get a program going to accomplish that goal (if you are not already doing it). We can provide you with roll off containers for a really low rate and I would also help you with a grant application for equipment (like a compactor) if you need it. The RAID grant application period just opened up and I think a compactor and roll offs dedicated to recycling would have a good chance of an award. Combined with the hub-and-spoke recycling initiative, I'm pretty confident that we could get the money. The state (through a series of grants) set us up as a recycling hub and places like Vaughn, Santa Rosa, and hopefully Las Vegas are the spokes that supply our recycling processing facility.

Andy

--

Andy Miller, Manager
SWANA MOLO Certified
Estancia Valley Solid Waste Authority
515 Allen Street (PO Box 736)
Estancia, NM 87016
505-384-4270 (office); 505-705-5104 (cell)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/30/16

DEPT: City Manager

MEETING DATE: 12/14/16

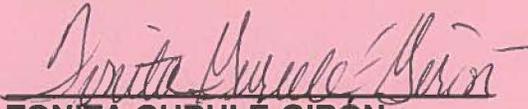
DISCUSSION ITEM/TOPIC: Pay Increase for all, eligible, non-bargaining Unit Employees.

BACKGROUND/RATIONALE: Request to approve a 35¢ per hour increase for all, eligible, non-bargaining unit employees to be implemented and become effective on the first full pay period after approval.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

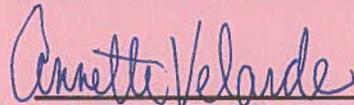
DATE: December 5, 2016 **DEPT:** Community Development Dept.

MEETING DATE: December 14, 2016

DISCUSSION ITEM/TOPIC: Contract for Cisneros Design for design and promotion services.

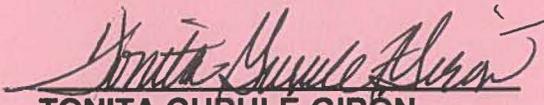
BACKGROUND/RATIONALE: In December of 2015, the City entered into a contract with Cisneros Design for the development and design of marketing and promotion services. An extensive tourism website was developed in conjunction with a comprehensive plan for the promotion of Las Vegas attractions, events, businesses, and film and hospitality industries, among others. The City seeks to extend the contract through the end of the fiscal year and then contract services on a fiscal year basis rather than calendar. Contract amounts proposed will increase frequency of social media and print reach and be used to develop trails ("itineraries") and promote events executed by the local non-profits and allow for the development of other creative elements in expanding Las Vegas' market reach.

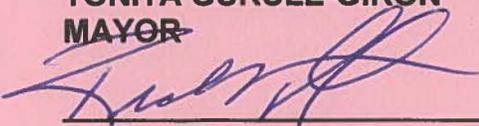
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAS VEGAS, NEW MEXICO
and
CISNEROS DESIGNS
for
Graphic Design and Promotional Services**

This Addendum to Professional Services Agreement Number 3137-15 is made and entered into this 1st day of January, 2017 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called "the City" and Cisneros Designs, hereinafter called "Provider"

WHEREAS, Provider entered into a Professional Services Agreement for a period that covered December 17, 2015 thru December 31, 2016 to perform such services as set in Exhibit A of said agreement ; and

WHEREAS, the original expiration date of the Professional Service Agreement is December 31, 2016 and Provider has completed the initial phase of deliverables and reports required under the above referenced agreement; and

WHEREAS, the Cisneros Design Professional Services Agreement was intended as the initial phase of a comprehensive, on-going, City-wide Graphic and Professional Services marketing initiative, and the need exists for additional professional services that will continue to develop the City's position and ability to draw attention as an attractive tourism and convention destination in an effort to enhance economic benefit to the City; and

WHEREAS, the Agreement is not to be altered, changed or amended except by a written document signed by the parties to this contract; and

WHEREAS, the original agreement remains in force with the exception of items herein as amended.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS

The provider agrees to provide services on a priority and as-needed basis as indicated in original Exhibit A. Services shall fall into four Major Categories:

1. Conceptual Development.
2. Assessment and Strategic Marketing Advice.
3. Product Development.
4. Administrative/Production/Printing.

TERM: This is a multi-term contract, renewable up to four years. The term of this addendum to agreement is from January 1, 2017 to December 31, 2017.

CONSIDERATION: In consideration for services rendered, the City agrees to pay the Provider for each project, assessment, development of product(s), phase of project(s), and service (“Deliverable”) as defined and outlined in the original agreement and its scope of work. Additional work may be provided to the City that may fall outside the original scope if said deliverable or work will benefit the overall marketing strategy. This contract shall be paid on a phase and or completion of Deliverable basis and shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Agreement by both parties is necessary in regards to scope of each Deliverable, deliver dates and cost to deliver and will be in written form as shown in Exhibit C in original agreement. Each deliverable(s) will be paid according to the completion of each milestone or project as agreed.

NO FINANCIAL INTEREST: No officer or employee of the city or of the Provider who will exercise any function of responsibility in connection the planning and implementation of any of the provisions of the Agreement shall have any direct, personal financial interest in this Agreement and the Provider shall take appropriate steps to assure compliance.

The parties acknowledge that Fred Cisneros is the principal owner of Cisneros Designs and employees of Cisneros Design act as account managers and designers on behalf of provider and in the execution of the deliverables of this contract.

Within Fifteen (15) days of execution of this addendum, Provider shall work with the City of Las Vegas IT department to deliver a full and complete copy of website frame, backend code, any and all access codes, framework, artwork and all other items deemed necessary as backup for the damnauthentic.com/visitlasvegasnm.com website and the “so damn authentic we can prove it ad campaign.” Said transfer shall be complete within Thirty (30) days of execution of this addendum

All other terms and conditions of the Professional Services Agreement Number 3137-15 shall remain in full force.

SIGNED:

Richard Trujillo, City Manager

Fred Cisneros, Cisneros Designs

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

H. Chico Gallegos, City Attorney

ATTEST:

Casandra Fresquez, City Clerk

Agreement / Contract

No. 3137-15

City of Las Vegas

Date

Contract # _____

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN CITY OF LAS VEGAS, NEW MEXICO
and CISNEROS DESIGNS for
Graphic Design and Promotional Services**

This Agreement is made and entered into this ____ day of _____, 2015 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called (the City) and Cisneros Designs, hereinafter called (Provider).

WHEREAS, Provider will perform such services but is not limited to those services set out under services for Graphic Design & Promotion shown in Exhibit A; and

WHEREAS, the Provider has negotiated the terms of the agreement with the City; and

WHEREAS, the term of this agreement is from December 17, 2015, thru December 31, 2016.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Provider agrees to provide services on a priority and as-needed basis as indicated in Exhibit A for consideration as noted. Services shall fall into four Major Categories

1. Conceptual Development
2. Assessment
3. Product Development
4. Administrative/Production/Printing

INVOICING AND DELIVERABLES: Provider will present invoices and supporting documentation to the City. All invoices must be presented for payment no later than thirty (30) days after the scheduled service/project/project milestone. Payment will be presented upon completion of editing and delivering service/project(s)/projects(s) milestone to the City.

TERM: This is a multi-term contract, renewable up to four years. The term of this agreement is from December 17, 2015 to December 31, 2016. Any modification of price for deliverables and services of this contract shall be in writing and is subject to approval by the City.

CONSIDERATION: In consideration for services rendered, the City agrees to pay the Provider for each project, assessment, development of product(s), phase of project(s), and service ("Deliverable") outlined in the scope of work which is included and made part of this document and each of which will vary in cost. This contract shall be paid on a phase and or completion of

Deliverable basis and shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00). Agreement by both parties is necessary in regards to scope of each Deliverable, delivery dates and cost to deliver and will be in a written form as shown in Exhibit C. Each deliverable(s) will be paid according to the completion of milestone or project as agreed.

OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY: This agreement creates an exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression; including but not limited to physical drawings or data magnetically or otherwise recorded on computer diskettes, electronic devices including flashdrives which are prepared or caused to be prepared by Provider under this Agreement ("Documents & Data").

Provider retains the right to reproduce, publish and display the Deliverables in Provider's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

City shall not be limited in any way in its use of the Documents & Data at any time provided that any such use not within the purposes intended by the Agreement shall be at City's sole risk.

CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other Documents and Data either created by or provided to Provider in connection with the performance of the Agreement shall be held in strict confidentiality by Provider. Such materials shall not without the prior written consent of the City be used by Provider for any purpose other than the performance of the services for the City. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services of the project. Nothing furnished to Provider which is otherwise unknown to Provider or is generally known or has become known to the related industry shall be deemed confidential. Provider shall not use City's name, logo, seal or strap-line, written concept or insigna, photographs of the Project or any publicity pertaining to the services or the project in any magazine trade paper newspaper, website, electronic mediums, television or radio production or other similar medium without the prior written consent of the City.

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

DISCLOSURE TO THE CITY: At such times and in such form as the City Council may require, Provider shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

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

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

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

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

SUBJECT TO LAWS: The Provider shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

NO FURTHER LIABILITY: The City shall not be obligated or liable under this Agreement to any party other than the Provider for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Agreement.

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

CONTRACT REVIEW:

TERMINATION: The City may, with or without cause, terminate this Agreement at any time upon thirty (30) days written notice of termination given to the Provider. In such event, all finished or unfinished projects and/or deliverables, conceptual documents, documents, data studies, photographs, reports and the rights to any property prepared or procured by the Provider under this Agreement shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Provider may, with or without causes, terminate this Agreement upon a Sixty (60) day written notice, and the City shall reimburse the Provider for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

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

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

AUTHORITY TO BIND THE CITY: The Provider shall not have the authority to enter into any Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's Governing Body or by the City Manager acting upon authority granted by the City's Governing Body.

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

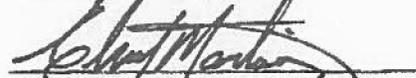
City agrees to indemnify and defend the Provider from all claims, demands, actions, damages, costs, interest, attorney's fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by City of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be Executed this day and year first above written:

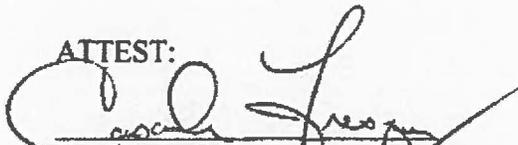
CITY OF LAS VEGAS:


Elmer J. Martinez, City Manager

CISNEROS DESIGNS


Fred Cisneros, Cisneros Designs

ATTEST:


Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO
LEGAL SUFFICIENCY ONLY:


Dave Romero, City Attorney

Exhibit "A"

**SERVICES FOR GRAPHIC DESIGN AND PROMOTION
WITH COST ESTIMATES**

**Exhibit "B"
RATIONALE**

Exhibit "A"
Services for Graphic Design Promotion with Cost Estimates

Priority	Services for Graphic Design & Promotion	Category	Low End of Range	High End of Range
*	Concept & Campaign Development	Conceptual Development	\$10,000	\$20,000
*	Community Workshop	Conceptual Development	\$1,000	\$2,000
*	Assessment of Existing Resources	Assessment	\$1,000	\$5,000
*	Archive Resource Creation	Product Development	\$20,000	\$40,000
	City Promotion (Stationary, Business Cards, Uniform)Design &			
*	Project Management		\$1,000	\$2,500
*	Website Re-skin & Limited Reorganization	Product Development	\$10,000	\$17,000
*	Street Banners Design & Project Management	Product Development	\$10,000	\$15,000
*	Street Banners Fabrication	Administrative/Production/Printing	\$20,400	\$33,000
*	Advertising: Design & Project Management	Product Development	\$10,000	\$18,000
*	Advertising: Modifications Based on use	Product Development	\$4,500	\$6,500
	Advertising - Media Insertion	Administrative/Production/Printing	\$ TBD	\$35,000
*	Local Business Ad Template: Design & Project Management	Product Development	\$ TBD	\$3,000
*	Merchandise: Design & Project Management	Product Development	\$2,400	\$3,500
*	Social Media: Project Management & Implementation	Product Development	\$5,000	\$12,500
	Print Materials: Design & Project Management	Product Development	\$7,500	\$9,500
	Miscellaneous Design Projects: Design & Project Management			
*	(Special Events, Vehicle wraps, Wayfinding Signage Etc.	Product Development	\$10,000	\$17,500
*	Trail App.: Design & Project Management	Product Development	\$1,000	\$5,000
	Directory Map: Design & Project Management	Product Development	\$5,000	\$5,000
			\$118,800	\$250,000

Concept and Campaign Development

This consists of the overall planning and conceptual creation and direction of the marketing campaign as a whole.

Design and Project Management \$10,000.00 - \$20,000.00

Archive/Resource Creation

Create an archive of compelling action photos and videos, stock and directed (including the use of models if necessary). The archive will be used for all branding and marketing elements. Initial concepts copy writing will be r0oduced for the website and ads.

Photo/Video Development \$20,000.00 - \$30,000.00
Initial Concept Copy Writing for Website and Ads \$10,000.00

Website Re-skin and Limited Reorganization

Short term: Develop new look and feel of existing website using current WordPress template. Troubleshoot capabilities to attempt streamlining manager usability. Long term: full redesign and organization of the site. Phased- in as costs and time allow.

Design and Project Management \$10,000.00 - \$17,000.00

Street Banners

Light Pole Banners will be used to serve as information for visitors as well as a source of City pride for local residents. The banners could represent the neighborhoods, historic area and identify events, and landmarks. Double sided banner will be hung in sets of two per pole, with one banner signifying the campaign theme line and the other banner dedicated to event or landmark.

Design and Project Management (up to 15 banners) \$10,000.00 - \$15,000.00

Advertising

Develop a strategic advertising campaign which will largely center around targeting visitors who are already visiting New Mexico, specifically the Albuquerque, Santa Fe, and Taos markets. Ads will include but are not limited to print, electronic, radio, and possibly television. Television ad development and production will be estimated separately on a case-by-case basis. Billboards will be used when they are optimal in drive market entrance/exit opportunities. Their uses would be highly focused on events in Las Vegas and San Miguel County. Media insertion will be handled on a case by case basis and cost effective approach when appropriate Community Development staff will negotiate and purchase media insertions.

Design and Project Management \$ TBD - \$725
Resize ads for insertion in alternate publications \$ TBD - \$225

Media insertion costs including industry mark-up
Of 15%- Dependent on cost effective procurement \$ Not to exceed \$40,000.00

Local Business Ad Templates:

Create a suite of ad templates for the merchants and nonprofits of Las Vegas. This would allow many of the merchants to advertise without incurring the cost of a full service agency. The options would be limited but would be flexible regarding ad size and color use.

Design and Project Management (4-6 templates) \$3,000

Non-Profit Ad Templates:

Create a custom suite of ads and/or ad templates for use by non-profits for the purpose of promoting Las Vegas events. This would assist the non-profits in professional advertising without incurring the cost of a full service agency. This methodology insures the integrity of the Las Vegas brand, brandy personality, written concept and message.

Design and Project Management \$3,000

Merchandise:

Collaborate with City Community Development staff in selecting and producing merchandise for sale. Long-term the items may be available on the website, but may be initially available at retail kiosk/storefront location(s) as a partnership with New Mexico Highlands University and/or may be sold at the Visitor Center and under other retail vendor agreements. Items selected will be a mix of apparel and utilitarian products, i.e. backpacks, leather satchel, caps, etc.

Design and Project Management \$2,400 - \$3,500
Fabrication costs will be estimated once design items
and quantities are identified \$ To Be Determined

Social Media:

A full social media plan must be assembled prior to fully estimating an execution plan. Frequency of messaging (weekly, monthly, less frequent), content of messaging (most likely coming from City Staff and likely related to events) will be factors to be considered in the plan. Any message must serve a specific and relevant purpose to targeted recipients.

Project Management and Implementation \$5,000 - \$15,000
annually

Print Materials:

Rack card(s) and Adventure Guide – day trip brochure. As part of the strategy to capitalize on visitors from the Taos, Santa Fe and Albuquerque markets, we envision a distribution of printed materials in rack locations in visitor centers and hotels in target markets. For ease of distribution items must fit into rack stands at approximately 4” x 9”. Rack card(s) should be season and reference highlights of each season. The adventure guide/daytrip brochure would be more comprehensive and include as many opportunities as possible in multi-page format.

Design and Project Management	\$7,500 - \$9,500
Printing costs will be estimated once design and quantities are identified.	\$ To be determined.

Trails App:

Create a digital device application as an aid for the City to share information and details about specific activities, and landmarks and points of interest, retail experiences. Trails (ex: chile, film, ghost, beer, historic etc.) will be developed in collaboration with City of Las Vegas Community Development staff and will be created comprehensively and tested to make certain they are interesting and accurate,

Provide would begin initial exploration and research for companies that currently have global apps and assess whether our trails may fit into the existing application. Provider would also asses the cost and real time-frame to creating a custom app for Las Vegas

Initial exploration and time/audit	\$ 5,000.00
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Community Workshop

Event to be held in January or February. The purpose is to introduce overall marketing strategy and share the importance of consistent message, brand personality, and excellent customer experiences to the community, leaders, non-profits and businesses. Provider will touch on at minimum advertising, marketing merchandising and customer service training.

Design and Project Management	\$ To be determined
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Miscellaneous Design Projects:

These items include special events conducted by the City of Las Vegas and other events and projects as they may arise.

Design and Project Management	\$10,000 - \$15,000
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Directory /Map

Designed to reflect architectural style of downtown Las Vegas. this could be interior lit for night viewing or non-lit. Recommended locations for the directory are: Historic Plaza Park, Visitor Center at railroad station, City Hall or other determined visitor sites.

Approximately 42" x 80" inset panels on Plexiglass detailing reader location and proximity to surrounding neighborhoods. The purpose would be to locate significant historic buildings and places of interest, generally in walking distance of the Plaza, with time approximation for driving to locations not walkable.

Design and Project Management

\$5,000.00 - \$7,500.00

Fabrication costs will be estimated once design is identified.

\$ To Be Determined

Exhibit "C"

DELIVERABLE DEVELOPMENT AND COST SHEET



DELIVERABLE DEVELOPMENT AND COST SHEET

The following Deliverable has been requested by the City of Las Vegas for completion by Cisneros Design.

Deliverable Name: _____

Date Requested: _____

Description of Deliverable: _____

Inside Scope of Work of Professional Service Agreement

Beyond Original Scope of Professional Service Agreement

Elements to Achieve Completion of Deliverable:

Required of City for Completion:

Item	Date Needed
_____	_____
_____	_____
_____	_____
_____	_____

Cisneros Design

Item	Date to be Completed	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any adjustments to date and or items needed to complete Deliverable must be agreed to by both the Provide and City in writing.

Accepted and agreed to

Cisneros Designs
Date: _____

City of Las Vegas
Date: _____