



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
November 12, 2015–Thursday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR’S APPOINTMENTS/REPORTS**
- VII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- IX. **CITY MANAGER’S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**
 1. Out of state travel for Ben Maynes, Building Inspector/Floodplain Manager, for the Certified Building Official Technology Module Part 2 course in Englewood, Colorado.

Lindsey Valdez, Community Development Director The Certified Building Official Technology Module Part 2 course is the final requirement to complete the Building Official certification required by the State of New Mexico. The Training is scheduled for December 7-11, 2015.

2. Request to award Request for Proposals (RFP) #2016-12 for graphic design and promotional services to Cisneros Design, Inc.

Annette Velarde, Event Planner/Film Liaison The City of Las Vegas has completed Phase I of Las Vegas' branding/marketing process, having worked with North Star Destination Strategies to complete a comprehensive marketing study and branding package that resulted in the tagline "New Adventures Down Old Trails." Phase II of this process involves bringing the new brand to life utilizing the services of a professional graphic design firm.

3. Resolution # 15-55 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant for the amount of \$10,000 to address immediate concerns at the Old City Hall/Former PD building, located at the corner of 6th and University.

Lindsey Valdez, Community Development Director The City of Las Vegas was designated a Certified Local Government in 1986, which made state and federal preservation funds available on an annual bases, The New Mexico Historic Preservation has issued a Notice of Grant Availability to Certified Local Governments with \$35,000 in competitive grant funds available.

4. Resolution #15-54 authorizing submission of an application for funding assistance to the United States Environment Protection Agency Brownfields Program.

Ken Garcia, Utilities Director The City of Las Vegas is seeking funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.).

5. Award request for bids #2016-19 for Miox Salt (table grade salt) for the Water Treatment Plant to DPC Industries.

Ken Garcia, Utilities Director Miox (table grade salt) is required to ensure proper filtration of the water supply. The current price is \$8.38 per 50 pound bag.

6. Request for bid #2016-18 for the Water Control Facilities FEMA Rehabilitation Project.

Ken Garcia, Utilities Director The City of Las Vegas Water Division went out for bids for repairs of the City infrastructure damaged during

to the lowest bidders as recommended by the Project Engineer, Souder Miller and Associates.

XI. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XII. ADJOURN

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

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

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/20/15 DEPT: Community Development MEETING DATE: 11/12/15

DISCUSSION ITEM/TOPIC:

Request for out of state travel for Benjamin Maynes, Building Inspector/Floodplain Manager, for the Certified Building Official Technology Module Part 2 course in Englewood, Colorado.

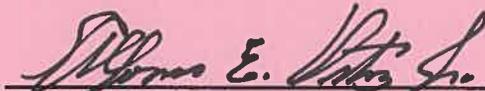
BACKGROUND/RATIONALE:

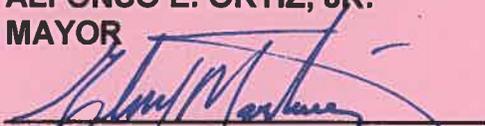
The Certified Building Official Technology Module Part 2 course is the final requirement to complete the Building Official certification required by the State of New Mexico. The training is scheduled for December 7-11, 2015 at the Construction Exam Center in Englewood, Colorado. Testing will follow on Saturday, December 12, 2015.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.
Mayor

Attached is an Out of State Travel request for Benjamin Maynes to complete the 2012 Technology Module 02—ICC Certified Building Official certification. In 2014 the Module 01 Legal Management portion of this State mandated certification was completed. To complete the certification, Technology Module 02 is to be taken. The training schedule has been set up for December 7th thru the 11th at the Construction Exam Center in Englewood, Colorado. Testing will then follow on Saturday, December 12, 2015, at Pearson Vue Testing Center. With your support, the City of Las Vegas will then be in line with the State of New Mexico Construction Industries Division requirement.

This Out of State Travel request includes per diem, which will be taken out of Line Item # 101-4700-780-7202 and registration for \$1,111.00 which will be taken out of Line Item # 101-4700-780-7203. Below you will find a summary of the travel expenses:

Certified Building Official- Building Codes & Standards	\$995.00
Exam Fee.....	\$116.00
Per Diem	\$825.00
Total Cost.....	\$1,936.00

TONITA GURULE-JIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Seminars for ICC* Inspectors / Contractors

We offer Inspector/Professional Certification seminars in various locations throughout the Western & Central United States. These week long courses thoroughly cover questions asked on the ICC* Inspector/Professional Certification Examinations, as well as the ICC* Contractor Examinations.

As more cities and states are requiring their inspectors to become certified and contractors to be licensed, the importance of passing these examinations the first time is crucial!

Full-Time School in Englewood (Denver), Colorado

WE WILL BE CLOSED OCTOBER 19TH THROUGH OCTOBER 31ST DURING OUR SEMINARS.

For Inspector, Electrician, General Contractor and Plumber exam preparation, we offer classroom courses in Englewood, Colorado to fit your schedule.

Classes at our full-time school offer the further advantage of having up to 2 months to complete your courses and instructors are always available for one-on-one tutoring.

Courses consist of:

- Several up-to-date practice exams
- Referencing to help you learn your code book cover to cover
- One-on-one tutoring
- A recommended 32 to 60 hours of classroom time

Guaranteed-Pass Policy

Over 95% of our students pass the first time.

We guarantee that you will pass our courses: After completing the course, if you do not pass the exam, you may return and re-study at no additional charge until you pass.

Certified Building Official Examinations (continued)

The 01 Legal/Management Module and the 02 Technology Modules may only be taken by candidates who began the CBO program by taking and passing the 01 or 02 modules prior to January 1, 2015. New candidates wishing to participate in the CBO program will be required to take the MM, MG, and BC modules.

02 Technology Module

75 multiple-choice questions
Exam fee: \$116
Open book—2-hour time limit

Content Area	% of Total	References
Architectural Plan Review	34%	1. 2012 <i>International Building Code</i> ® ✓ Store ID: (soft-cover) 3000S12; (M) \$98; (N) \$131
Structural Plan Review	13%	Store ID: (loose-leaf) 3000L12; (M) \$111; (N) \$148
Building Systems Plan Review	16%	2. 2012 <i>International Fire Code</i> ® ✓ Store ID: (soft-cover) 3400S12; (M) \$80.25; (N) \$107 Store ID: (loose-leaf) 3400L12; (M) \$89.25; (N) \$119
Field Inspection	37%	3. 2012 <i>International Mechanical Code</i> ® ✓ Store ID: (soft-cover) 3300S12; (M) \$60; (N) \$80 Store ID: (loose-leaf) 3300L12; (M) \$69.75; (N) \$93
Please note: Individuals currently certified as either ICC Combination Inspector or ICC Combination Plans Examiner are not required to pass the technology examination to obtain the ICC CBO certification.		4. 2012 <i>International Plumbing Code</i> ® ✓ Store ID: (soft-cover) 3200S12; (M) \$63; (N) \$84 Store ID: (loose-leaf) 3200L12; (M) \$73.50; (N) \$98
Candidates that complete one of the two examinations (Technology or Legal/Management Modules) have two years to complete certification.		5. 2012 <i>International Energy Conservation Code</i> ® ✓ Store ID: (soft-cover) 3800S12; (M) \$33; (N) \$44
		6. 2012 <i>International Residential Code</i> ® ✓ Store ID: (soft-cover) 3100S12; (M) \$91.50; (N) \$122 Store ID: (loose-leaf) 3100L12; (M) \$107; (N) \$143
		7. ICC/ANSI A117.1-2009 <i>Standard on Accessible and Usable Buildings and Facilities</i> ® ✓ Store ID: (soft-cover) 9033S09; (M) \$36.95; (N) \$46
		8. 2011 <i>National Electrical Code</i> ✓ Store ID: (soft-cover) 5000S11; (M) \$65; (N) \$73
Total	100%	Store ID: (loose-leaf) 5000L11; (M) \$69.95; (N) \$84.95

Books 100%!

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15

DEPT: Community Development

MEETING DATE: 11/12/15

DISCUSSION ITEM/TOPIC:

Request to award Request for Proposals (RFP) #2016-12 for graphic design and promotional services to Cisneros Design, Inc.

BACKGROUND/RATIONALE:

The City of Las Vegas has completed Phase I of Las Vegas' branding/marketing process, having worked with North Star Destination Strategies to complete a comprehensive marketing study and branding package that resulted in the tagline "New Adventures Down Old Trails." Phase II of this process involves bringing the new brand to life utilizing the services of a professional graphic design firm.

The City of Las Vegas Community Development Department issued RFP #2016-12 on August 20, 2015, requesting graphic design and promotional services. RFP #2016-12 closed on September 29, 2015; eight (8) proposals were received and were reviewed and ranked by a committee representative of the City of Las Vegas, City of Las Vegas Marketing Committee and San Miguel County. Three (3) were selected for presentations and were ranked and reviewed by the committee.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.

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ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

REQUEST FOR PROPOSAL GRAPHIC DESIGN

October 9, 2015

	AV	DR	RU	TOTALS
Cisneros Design	73	90	81	244
Elliot Marketing	56	38	54	148
Griffin & Associates	70	88	63	221
HK Advertising	71	90	78	239
Real Time Solutions	53	72	62	187
Rinse Design	65	84	68	217
Sara Technologies Inc.	44	54	58	156
Wilson Binkley Advertising & Marketing	58	60	68	186

October 26, 2015

	AV	JC	RU	TOTALS
Cisneros Design	96	84	100	280
Griffin & Associates	80	62	95	237
HK Advertising	72	59	94	225

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

GRAPHIC DESIGN AND PROMOTION SERVICES

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

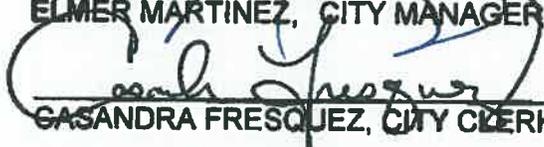
Copies of the PROPOSAL FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office, 1700 N. Grand Ave. Las Vegas, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: GRAPHIC DESIGN AND PROMOTION SERVICES, RFP No. 2016-12; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, bid thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

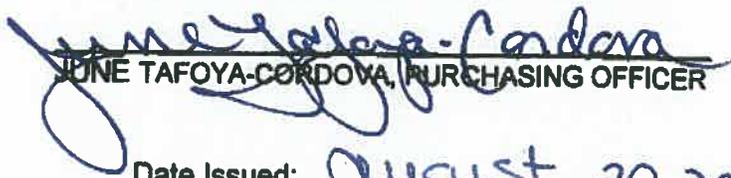
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER MARTINEZ, CITY MANAGER


GASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-12

Date Issued: August 20, 2015

Published: LAS VEGAS OPTIC August 28, 2015
www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR _____

AUTHORIZED AGENT _____

ADDRESS _____

PHONE _____

FAX _____

DELIVERY _____

STATE PURCHASING RESIDENT CERTIFICATION NO. _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

SERVICE(S) GRAPHIC DESIGN AND PROMOTION SERVICES

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFADAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____

COUNTY OF _____

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

Signature

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

(SEAL)

Notary Public Signature

My Commission Expires: _____

DESCRIPTION

The State of New Mexico launched its New Mexico True campaign in 2011 and has become a driving force in bringing new tourism dollars to the state. The City of Las Vegas ("City") recognizes the success of this campaign and, through an eighteen month branding process, has worked to create a brand concept that complements the State's efforts; however, provides a unique look and feel that is specific only to Las Vegas. The completed brand package includes market research data, a written concept, strap-line, logo and sample deliverables, to include possible merchandise, maps, pole banners, etc.

The City is requesting qualifications based proposals for graphic design and promotional services to take Las Vegas' strap-line, *New Adventures Down Old Trails*, and other corresponding brand elements, to the next level through a comprehensive and cohesive tourism marketing campaign. Offerors should have an Art Director and a minimum of two (2) Graphic Designers on staff, as well as an Account Manager that will serve as the predominant contact for the City.



ABOUT LAS VEGAS

The City of Las Vegas is located in San Miguel County, New Mexico, in the north eastern region of the state. With a population of approximately 13,000, Las Vegas encompasses 7.5 miles of rich culture and history, to include 900+ buildings on the National Historic Register. The following excerpt from Las Vegas' brand story helps paint a visual picture of what Las Vegas has to offer:

There's a place in New Mexico crisscrossed with the literal and figurative trails, adventures, and stories of the authentic Old West. Like the scars on the faces of the infamous outlaws who earned their notoriety here, these trails are imprinted with a colorful past that is the stuff of legends.

Today, in this still unvarnished land of legend and lore, visitors are forging new adventures down these old trails, creating legends of their own on the very ground where the West began and history was made.

Welcome to Las Vegas, New Mexico, at one time the largest city on the Santa Fe Trail and the first major stop on the journey to the Wild West. Here, where the mountains meet the plains a confluence of cultures, ethnicities and traditions emerged. And in that confluence a mosaic of colorful people made their mark resulting in stories that stir the imagination.

Because Las Vegas and the surrounding landscape has preserved so much authenticity, it doesn't take much for the modern visitor to let their imagination wander back more than 100 years. To weary travelers on the rutted trail taking refuge in this wild trading post. To the Comanche, Apache and Pueblo Indians

hunting in the tall grasses and living a tentative, uneasy truce with the pioneer traders. Or to the notorious outlaws like Paula Angel or Vicente Silva and his Society of Bandits earning their reputation as the cruelest gang in all of the West. Other desperados who frequented the Las Vegas of old were Doc Holliday, Big Nose Kate, Jesse James, Billy the Kid and Wyatt Earp. In the streets and hills of Las Vegas, there were a record number of hangings and gun fights . . . testament to the lawlessness of the day.

But outlaws weren't the only Wild West inhabitants of old Las Vegas. Teddy Roosevelt's Rough Riders regiment (the first Volunteer Cavalry Regiment of the Spanish-American War) named Las Vegas their official reunion home. The first reunion was held in 1899, bringing that sense of history to the present day. And, connecting with the desire for freedom that drove the original Rough Riders, Las Vegas is now home to an annual Rough Rider Motorcycle Rally welcoming thousands of visitors and their bikes to celebrate the spirit of this special place.

Visit Las Vegas today and you'll enjoy a unique downtown experience with more than 900 buildings on the National Historic Register including adobe structures, grand Italianate homes, and historic hotels, like the newly renovated Castaneda Hotel and El Fidel Hotel. The traditional Spanish Plaza features the Plaza Hotel where old wood floors and antique facades take you back in time to discover what an overnight stay would have been like over 100 years ago. You may even be greeted by rumored ghosts that wander its historic halls. Bridge Street is anchored at one end by Highlands University and the other by the Plaza and offers visitors newer shops, restaurants, and even art galleries. And if learning more about the passionate past of this destination is your mission, the City of Las Vegas Museum and Rough Rider Memorial Collection offers an in-depth peek at the city's history. So whether a visitor is in the mood for the old West or New Mexico, downtown Las Vegas allows you to explore both paths.

True to its focus on preserving its heritage and representing its many distinct cultures, Las Vegas has been designated a New Mexico Arts & Culture District. Ethnic artists are on view in the shops and galleries in town. Restaurants – often housed in historic buildings – offer up authentic cuisine featuring the renowned New Mexico red and green sauces (you can almost imagine dining next to an infamous outlaw or famed dignitary). The sounds of live local music drift over from the bandstand while for 126 years the famous Fourth of July Fiesta has been attracting visitors from all over the region interested in celebrating independence with the indigenous food, music and dance representative of the Spanish and Mexican cultures that define this town.

History buffs and nature lovers alike will want to wander out from the downtowns to pick up the still-visible wheel ruts of the wagons headed westward on the Santa Fe Trail. Partial ruins of adobe structures near Fort Union National Monument mark where the two branches of the Santa Fe Trail intersected and provide a fascinating glimpse into another place and time.

In fact, so much about Las Vegas and San Miguel County feels true that it is a favorite location of Hollywood movie makers looking to embody the western spirit. Here you can find the pristine rugged beauty of the western plains, the eclectic architectural styles reflective of the region's heritage and a carefully preserved authenticity of character. No wonder classics like Easy Rider, All the Pretty Horses, Wyatt Earp and No Country for Old Men found their visual persona here.

And, as a fascinating contrast to all this unvarnished history, the beautiful United World College glows in the hills, a testament to the power of education, diversity and global connections. Visitors can visit Montezuma's Castle or even see the Dwan Light Sanctuary showcasing light prisms in the apses and ceiling, creating beautiful rainbows. Surrounded by serenity and beauty you can't help but ponder the ironies of a prestigious international high school educating the world's future leaders in the same hills that once entertained weary travelers looking for refreshment or famous dignitaries hoping for a place to rest for an evening.

Recreational enthusiasts will also enjoy new adventures down old trails . . . sometimes literally! Throughout San Miguel County, in the starkly breathtaking beauty of the surrounding "vegas", adventurers can hike and bike in the Pecos Wilderness, bird watch at the Las Vegas National Wildlife Preserve; take to the hills on horseback, or fish and play golf. Nearby hot springs offer a way to relax after your days of adventure. And at night, in the clear skies of the open plains, a blanket of stars shines down on the town adding mystery and romance to your adventures. Looking up into all that timeless wonder, you'll be reminded that these are the same stars that once watched over the pioneers, heroes and outlaws of Las Vegas in its Wild West days.

That's Las Vegas. The nation's first wild town. A testament to the character and grit of the unvarnished old West and an embodiment of the spirit, natural beauty and cultural diversity of today's New Mexico.

Old West and New Mexico. New adventure down old trails. It's all waiting right here for you.

SCOPE OF WORK

The Scope of Work is heavily weighted in graphic design, creative development and production; however, will also include distribution, media placement and ongoing brand stewardship. Brand stewardship may include oversight of industry brand adoption and ensuring cooperative advertising partners meet the brand standards.

Market Research:

- Target market research and recommendations

General Graphic Design:

- Tourism specific graphic design services that may include brochures, maps, pole banners, wayfinding signage, billboards, brand merchandise, custom illustrations/graphics, etc.

Website Re-skin/Improvements:

- Complete re-skin of City's tourism website www.visitlasvegasnm.com
- Improvements to the usability and visibility of the comprehensive event calendar
- Integration of interactive components, such as Trail Tour app
- Search Engine Optimization

Las Vegas Trail Tour App:

- Develop an interactive tourism trail app (e.g. Chile Trail, Trout Trail, Brew Trail, Film Trail, Ghost Trail, Bike Trails, etc.)

Special Events:

- Provide graphic design services for specified Las Vegas events (promotional posters, print/digital ads, etc.)

Reporting:

- Offeror will be supervised by, and will report directly to, the City of Las Vegas Community Development Department and may be asked to present periodically to the City's Marketing Advisory Committee.

CONTENT, FORMAT AND SUBMITTAL OF PROPOSALS

Proposals must provide information to address the ranking criteria listed hereinafter. Proposal should be concise and demonstrate understanding of the project, experience in related projects, experience of personnel (Include resumes), equipment available to perform the work, technical approach to the project, and three references from other clients (tourism specific is preferred). In addition, Offeror must submit at least five (5) work samples of print design, and at least three (3) work samples of website design (Include a website URL with accessible online design portfolio).

The submitted proposal must not exceed ten (10) pages including any title page, index and/o transmittal letter (this does not include the required portfolio print and web examples).

Six (6) copies of the proposal, including one (1) original, must be delivered to the City Clerk of the City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701, no later than 2:00pm on September 29, 2015.

Sealed proposal envelopes shall be clearly marked "Graphic Design and Promotional Services" RFP 2016- 12 on the outside of the envelope. Failure to comply with these requirements shall result in rejection of the proposal.

CRITERIA/RANKING

The City of Las Vegas will utilize a technical advisory team made up of City staff, Lodgers Tax Advisory Board Members, Marketing Advisory Committee Members and community members to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this Request for Proposals. Proposals found not to be in compliance will be rejected without further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

1. ***Experience of the Offeror, Specialized Services and Technical Competence - 25%***
Experience in tourism marketing, graphic design, web design/implementation and app design/implementation
2. ***Capacity and Capability - 15%***
Capacity and capability to perform assignments on short notice, timely basis, and to meet time frame set by the City
3. ***Past Record of Performance - 15%***
Past performance record on similar project assignments (Must include a minimum of three (3) references)
4. ***Familiarity with the City of Las Vegas - 5%***
5. ***Las Vegas/San Miguel County Based Business - 5%***

STANDARD PROPOSAL CLAUSES

Awarded Proposal: Awarding of Proposal shall be made to the responsible Offeror whose proposal best meets the specifications. A multi-term contract for a period not to exceed four years, renewable annually, may be considered. The City reserves the right to reject any or all Proposals submitted. The City reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

Timetable: Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, Wednesday, September 9, 2015, at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for October 2015. The successful Offeror will be notified by mail.

Envelopes: Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by Graphic Design and Promotional Services. Failure to comply with this requirement may result in the rejection of the submitted proposal.

Bribery and Kickback: The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) impose a third degree felony penalty for bribery of a public official or public employee. The New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee, and (Section 30-24-2 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

Responsibility of the Offeror: At all times it shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time, set proposal thus delayed will not be considered.

Non-Collusion: In signing the proposal and affidavit, the Offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in the connection with the submitted Proposal.

Clarification of Proposal: Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Community Development Department at least five (5) days prior to the scheduled proposal opening date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only, including any opening date or time change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and Offeror shall not rely upon such interpretations, corrections, and changes.

Modification or Withdrawal of Proposal: A Proposal may not be withdrawn or cancelled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

Application of Preference: Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

Federal Tax Identification Number: Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then Offeror 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 Offeror is 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 registration instructions.

New Mexico (CRS) Tax Identification Number _____

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

Special Notice: Proposal will be opened and all submitted copies will be checked for accuracy of specific number of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other Offerors or interested parties before the negotiation or awarding process. The Community Development Department will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

Negotiation: Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7), discussions or negotiations may be conducted with a responsible Offeror who submits an acceptable or potentially acceptable proposal.

Contract: When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, unless a specific contract has been created.

Taxes: Bidder must pay all applicable taxes. If the Offeror is from outside the City of Las Vegas, the successful Offeror must pay Gross Receipts Tax in the City of Las Vegas. The successful Offeror will be required to obtain a Business Registration/License from the City of Las Vegas prior to commencing any project within the City limits.

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)

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____

DATE: _____

RATING SHEET FOR:		
Graphic Design and Promotional Services		
Offeror: _____		
ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - Graphic Design and Promotional Services		
1. Experience of the Offeror, Specialized Services and Technical Competence	<u>25</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas	<u>5</u>	
5. Las Vegas/San Miguel County Based Business	<u>5</u>	
6. Approach to the Project	<u>10</u>	
7. Approach to Communicating with the City	<u>5</u>	
8. Personnel Qualifications	<u>15</u>	
9. Current Volume of Work being done for the City	<u>5</u>	
SUBTOTAL PLANNING & DESIGN SERVICES	<u>100</u>	

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15 DEPT: Community Development MEETING DATE: 11/12/15

DISCUSSION ITEM/TOPIC:

Resolution No. 15-55 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant for the amount of \$10,000.00 to address immediate concerns at the Old City Hall/Former PD building, located at the corner of 6th and University.

BACKGROUND/RATIONALE:

The City of Las Vegas was designated a Certified Local Government in 1986, which made state and federal preservation funds available on an annual basis. The New Mexico Historic Preservation has issued a Notice of Grant Availability to Certified Local Governments with \$35,000.00 in competitive grant funds available. The City would like to request an amount of \$10,000.00 to address immediate concerns that were identified in the recently completed Preservation Plan and Structural Engineering Report for the Old City Hall Building; this would include guano abatement and infestation prevention services. The City would provide \$3,000.00 in cash match and \$7,017.00 in in-kind match.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS
Resolution No. 15-55

**A RESOLUTION AUTHORIZING APPLICATION TO THE NEW MEXICO HISTORIC PRESERVATION DIVISION
FOR A CERTIFIED LOCAL GOVERNMENT GRANT (CLG)**

WHEREAS, the City of Las Vegas was designated a Certified Local Government in 1986, and the designation made state and federal preservation funds available on an annual basis; and

WHEREAS, since that time the City of Las Vegas has applied for Certified Local Government grant monies to implement a variety of preservation related projects; and

WHEREAS, the New Mexico Historic Preservation Division has \$35,000 in additional funds available for Certified Local Government communities and has issued a Notice of Grant Availability to Certified Local Governments; and

WHEREAS, the City of Las Vegas Community Development Department recently completed a Structural Assessment/Feasibility Study of the East Las Vegas City Hall (Old City Hall) building under a Certified Local Government Grant and wishes to apply for additional funds to begin addressing the immediate hazards that were identified; and

WHEREAS, the application deadline is October 30, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS that the City of Las Vegas hereby authorizes application to the New Mexico Preservation Division for a Certified Local Government grant.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15

DEPT: Utilities Dept.

MEETING DATE: 11/12/15

DISCUSSION ITEM/TOPIC: Resolution No. 15-54 authorizing submission of an application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

BACKGROUND/RATIONALE: The City of Las Vegas is seeking funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.).

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.

FOR KEN GARCIA BY [Signature]
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

[Signature]
ALFONSO E. ORTIZ, JR.
MAYOR

[Signature]
ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Gallinas River Park Brownfields Assessment **PROJECT NUMBER:**

PROJECT DESCRIPTION: Addressing contamination issues as identified within and adjacent to Gallinas River Park, as determined by the United States Environmental Protection Agency and the New Mexico Environment Department. The sampling and determination of contaminants must be under the supervision of a licensed and approved contractor. After areas of contamination are identified and assessed, clean-up planning must be conducted.

ACTION TIMELINE: October 2016 – December 2018

Estimate \$600,000

<u>FUNDING SOURCES</u>	<u>EGRs Estimate</u>	<u>EXPENDITURES To Date</u>	<u>Expenditures in '16</u>
EPA FUNDS \$ 600,000	Design \$00,000	Design \$0.00	Design \$0.00
Total \$ 600,000	Total \$00,000	Total \$0.00	Total \$0.00

LINE ITEM NUMBER: 646-0000-650-TBD

ACTION	DESCRIPTION	DATE
Loan/Grant	NA	NA
Authorized Ordinance.	NA	NA
Loan/Subsidy Agreement	NA	NA
Engineering Services Agreement	NA	NA
Bid Document Review	NA	NA
RFB Advertised	NA	NA
RFB Opening	NA	NA
Engineers Recommendation	NA	NA
Committee Recommendation	NA	NA
Council Approval	NA	NA
Notice to Proceed	NA	NA

**CITY OF LAS VEGAS
RESOLUTION NO. 15-54**

AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the City of Las Vegas is a qualified entity under the Code of Federal Regulations Title 40 Part 31 and the Governing Body is authorized to request funds for financing of the Brownfields Assessment for benefit of the Borrower and the public; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) has instituted a program for financing of projects identified as "Brownfields", and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for assessment of identified Brownfields; and

WHEREAS, the Governing Body intends to undertake construction and improvement of the Gallinas River Park for the benefit of the Borrower and its residents; and

WHEREAS the application prescribed by the EPA will be submitted to the EPA for its consideration and review as required as part of the Application.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

That the officers and employees of the Governing Body are hereby directed and requested to submit the Application to the EPA for its review and are further authorized to take such other action as may be requested by the EPA in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero Jr., City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15

DEPT: Utilities Dept.

MEETING DATE: 11/12/15

DISCUSSION ITEM/TOPIC: Award request for bids # 2016-19 for Miox Salt (table grade salt) for the Water Treatment Plant to DPC Industries.

BACKGROUND/RATIONALE: Miox (table grade salt) is required to ensure proper filtration of the water supply. The current price is \$8.38 per 50 pound bag.

Advertised: 10/15/15; Albuquerque Journal, 10/16/15; Las Vegas Optic and City Website
Bid Opening: October 29, 2015
Number of Bidders: 2; DPC Industries, Univar USA, Inc. - \$15.20 per 50 pound bag
Lowest Bidder: DPC Industries
Amount: \$8.75 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.

REN GARCIA BY [Signature]
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

[Signature]
ALFONSO E. ORTIZ, JR.
MAYOR

[Signature]
ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Approved to form 1-26-15

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

DATE: 29-Oct-2015

TIME: 2:00PM

OPENING NO.: 2016-19

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

DEPARTMENT: UTILITIES/WTP

ITEM(S): **REBID MIOX SALT (TABLE SALT GRADE)**

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Univar 50#	15.205		✓	✓
2 DPC Industries 50#	8.75		✓	✓
3				
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>Y. Herbert G. Tolley</i>	DPC Industries, Inc.
2 <i>Ann Janzani</i>	CVV
3	
4	
5	
6	

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:
[Signature]
DATE: 10-29-15

COPIES TAKEN BY:
Bernadette Gold
DATE: 10-29-15

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 10-29-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID MIOX SALT (TABLE SALT GRADE)

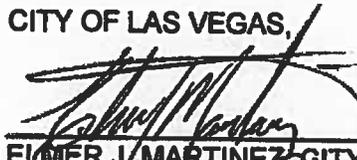
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

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

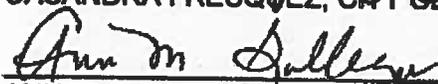
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016- 19 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

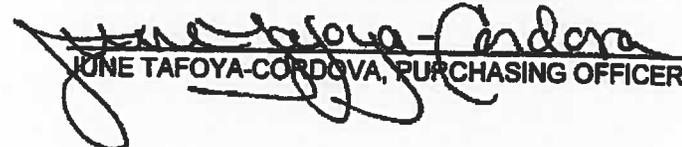
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 19

Date Issued: 10/19 2015

Date Issued: Published:

Albuquerque Journal Oct 15, 2015
Las Vegas Optic Oct 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00pm, October 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for NOVEMBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

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

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____

COUNTY OF _____

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

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

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

CITY OF LAS VEGAS
BID FORM

BID ITEM(S): MIOX SALT

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

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

SALT CONTENT:

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

ALLOWED ADDITIVES: Sodium Hexametaphosphate (SHMP)

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

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

GENERAL REQUIREMENTS:

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

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



Technical Information

Diamond Crystal® Pellets with Softener Care Additive

DESCRIPTION:

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

COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resins by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride 5200. It is also certified to AHS/NSF Standard 62.

ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (SHMP), which improves the product's resistance to caking and bridging (U.S. Patent No. 4992304). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

APPLICATIONS:

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

PACKAGING AND STORAGE:

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

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, AWWA 5200-98 and Cargill.

OTHER PROPERTIES:

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

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (NaCl)	%	99.99	99.99 min.
Calcium & Magnesium (as Ca)	ppm	0.01	-
Sulfate (as SO ₄)	ppm	0.05	-
Softener Additive	%	0.03	0.1 max.
Copper (as Cu)	ppm	-	0.5 max.
Iron (as Iron Fe)	ppm	-	2.0 max.
Water Hardness (as Ca)	ppm	<1.0	2.0 max.
Water Insoluble	ppm	5	100 max.

*By difference of impurities.
 †110°C for 2 hours

BRIEVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical %	Specification
20	0.750	600	97	95 min.
30	-	-	3	5 max.

Note: Sieve analysis is reported as percent retained.



Certified to
ANSI/NSF 61

PRODUCING LOCATION: HUTCHINSON, KS
No. 3462 Revised September 2002

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

Material Safety Data Sheet

Provided by:

DPC Industries, Inc.
DPC Enterprises
DXI Industries, Inc.

DX Distributors, Inc.
DX Systems Company
DX Terminals

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

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

Date of Issue: 01/08/01
Revised Date: N/A

SECTION 2 - COMPOSITION INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	>99%	7817-14-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLI: NOT ESTABLISHED

Eye Contact: CONTACT MAY CAUSE EYE IRRITATION

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

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

Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. Wipe excess from skin and flush with plenty of water for at least 15 minutes. Use soap if available or follow by washing with soap and water. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. Wipe excess from skin and flush with plenty of water for at least 15 minutes. Use soap if available or follow by washing with soap and water. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION

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

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

SECTION 5 - FIRE FIGHTING MEASURES

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

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill:	AVOID INHALATION OF DUST. SWEEP UP MATERIAL AND PLACE IN CONTAINERS FOR DISPOSAL. PREVENT MATERIAL FROM ENTERING WATERWAYS OR SEWERS.
-------------------	--

SECTION 7 - HANDLING AND STORAGE

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

AVOID GENERATION OF DUSTS AND MISTS

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

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

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F): 2575	Vapor Pressure (mmHg): 1 (@1589 F)
Freezing Point (°F): NOT APPLICABLE	Vapor Density (Air=1): NOT APPLICABLE
Solubility (H₂O): SOLUBLE	Specific Gravity (H₂O=1): 2.185
pH: 7	Evaporation Rate: NOT DETERMINED
Appearance/Odor: COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR	

SECTION 10 - STABILITY AND REACTIVITY

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

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 3000 mg/kg SHOH (rabbit) = 500 mg/2-lb

SECTION 12 - ECOLOGICAL INFORMATION

NO DATA AVAILABLE

SECTION 13 - DISPOSAL CONSIDERATIONS

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

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UNNA Number:

Packing Group:

Subsidiary Hazard

Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313: 1b

SARA Extremely Hazardous Substance: 1b

HMS HAZARD RATING

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

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

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

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

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

DISCLAIMER

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

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)

RECEIVED
OCT 29 2015

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2:00 PM 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID MIOX SALT (TABLE SALT GRADE)

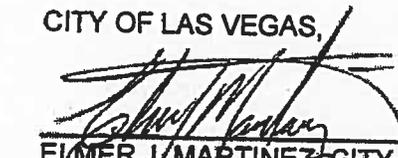
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

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

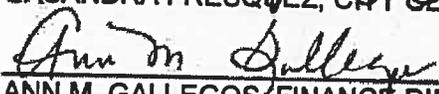
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016-19; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

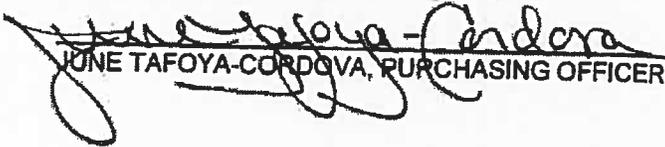
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-19

Date Issued: 10/19 2015

Date Issued: Published: Albuquerque Journal Oct 15, 2015
Las Vegas Optic Oct 16, 2015
City website: www.lasvegasnm.gov

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: 75-1481408

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BID FORM

BID ITEM(S): 2016-19 MIOX SALT
SODIUM CHLORIDE

A. <u>SODIUM CHLORIDE (MIOX SALT) 50lb.Bag</u>	\$ <u>8.75 per bag</u>
B. <u>Product meets manufactures specification,</u>	\$ <u>(\$0.1750lb.)</u>
C. <u>and is NSF Certified.</u>	\$ _____
D. <u>Price quoted is FOB City of Las Vegas,</u>	\$ _____
E. <u>Water Filter Plant, Montzuma,NM</u>	\$ _____
F. <u>A 4% Delivery Fee (Fuel Surcharge) is</u>	\$ _____
G. <u>added to the total dollar amount of the</u>	\$ _____
F. <u>material delivered.</u>	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____
M. _____	\$ _____
N. _____	\$ _____
O. _____	\$ _____
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____
TOTAL	\$ _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

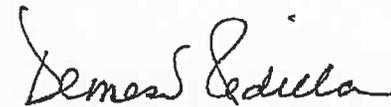
Issued to: **DPC INDUSTRIES INC**

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 of 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).

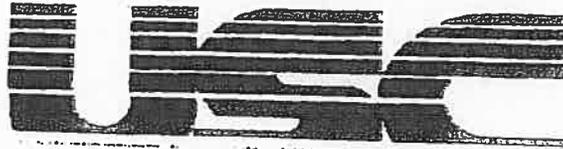
PRODUCING LOCATION: BREAUX BRIDGE, LA

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 WxLxH	Cube (Ft ³)	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"	.6	49	40"x48"x32"	2548	7 tiers of 7
80	0-41430-00396-1	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, 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 77229-4600

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

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

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.

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

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

COPY



October 29, 2015

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

RE: Invitation to Bid – Miox Salt – 2015 - REBID

To Whom It May Concern:

Univar USA Inc. is pleased to offer a price quote on your ITB due Thursday, October 29, 2015 and has done so on the attached required paperwork.

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

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

Thank you,

Michelle Wick

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

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

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

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

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



www.univarusa.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

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

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

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

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

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

Karen Martinez
Michelle Bergal

Sales Support Coordinator
Customer Service

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

For anything pertaining to bids:

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

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

Contacts: muniteam-west@univarusa.com

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

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

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

Remittance Address:

Univar USA Inc.
PO Box 849027
Dallas, TX 75284

Standard Payment Terms:

Net 30 days



UNIVAR USA INC.
AUTHORIZED BID SIGNERS

RESOLUTION

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

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

END OF RESOLUTION

CERTIFICATION

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

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

All officers and the following:

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

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

Dated this 27 day of October, 2015.



Perry T. Kusakabe

Perry T. Kusakabe
Corporate Secretary

Bernalillo County Business License



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



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

ZCBL-980036

Bernalillo County Business License Clerk

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>David P. Smith</i>	Date ▶ <i>1/11/2015</i>
------------------	--	-------------------------

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	INSURER A: Illinois Union Insurance Company	NAIC # 27960
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C: New Hampshire Ins Co	23841
	INSURER O: Lexington Insurance Company	19437
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570056947300

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

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

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

Certificate No : 570056947300

CERTIFICATE HOLDER**CANCELLATION**

Univar Inc.
 3075 Highland Parkway
 Suite 200
 Downers Grove IL 60515 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

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

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID MIOX SALT (TABLE SALT GRADE)

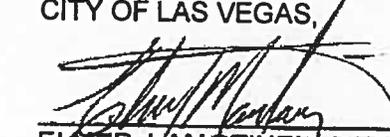
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016- 19; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

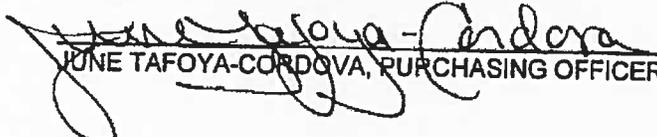
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 19

Date Issued: 0019 2015

Date Issued: Published: Albuquerque Journal Oct 15 2015
Las Vegas Optic Oct 16 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00pm, October 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for NOVEMBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 91-1347935
SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): See Attached

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Univar USA, Inc.

AUTHORIZED AGENT: Michelle Wick

ADDRESS: 8201 S. 212TH ST. Kent, WA 98032

TELEPHONE NUMBER (253) 872-5084

FAX NUMBER (253) 872-5041

DELIVERY: 3-4 Days

STATE PURCHASING RESIDENT CERTIFICATION NO.: see attached

NEW MEXICO CONTRACTORS LICENSE NO.: _____

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

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Washington }

COUNTY OF King }

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

[Signature]
Signature

Subscribed and sworn to before me, this 27 day of October, 2015.

(SEAL)

[Signature]
Notary Public Signature
My Commission Expires: 4/24/19



CITY OF LAS VEGAS
BID FORM

BID ITEM(S): MIOX SALT

A.	<u>Price Per 155.</u>	\$ <u>0.3041</u>
B.	<u>Price Per 50lbs. Bag</u>	\$ <u>15.205</u>
C.	<u>Price Per Ton</u>	\$ <u>608.20</u>
D.	<u>_____</u>	\$ _____
E.	<u>_____</u>	\$ _____
F.	<u>_____</u>	\$ _____
G.	<u>_____</u>	\$ _____
F.	<u>_____</u>	\$ _____
G.	<u>_____</u>	\$ _____
H.	<u>_____</u>	\$ _____
I.	<u>_____</u>	\$ _____
J.	<u>_____</u>	\$ _____
K.	<u>_____</u>	\$ _____
L.	<u>_____</u>	\$ _____
M.	<u>_____</u>	\$ _____
N.	<u>_____</u>	\$ _____
O.	<u>_____</u>	\$ _____
P.	<u>_____</u>	\$ _____
Q.	<u>_____</u>	\$ _____
R.	<u>_____</u>	\$ _____
S.	<u>_____</u>	\$ _____

*49 Bag Minimum Order TOTAL \$ 36,492.00
per 60 Ton

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

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

ALLOWED ADDITIVES: Sodium Hexametaphosphate (SHMP)

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

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

GENERAL REQUIREMENTS:

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

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



Technical Information

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

DESCRIPTION:

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

COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resin by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride 5700. It is also certified to AI-ENSH Standard 10.

ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (SHMP), which improves the product's resistance to caking and bridging (U.S. Patent No. 4992308). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

APPLICATIONS:

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

PACKAGING AND STORAGE:

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

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-90, AWWA 5100-92 and Cargill.

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

OTHER PROPERTIES:

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

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry)	%	99.50	99.50 min.
Calcium & Magnesium (as Ca)	%	0.01	-
Sulfates (as SO ₄)	%	0.04	-
Surface Moisture ¹	%	0.03	0.1 max.
Copper (as Cu)	ppm	-	0.5 max.
Iron (as free Fe)	ppm	-	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	5	100 max.

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

SEIVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2	0.500	6350	97	95 min.
20	-	-	3	5 max.

Note: Sieve analysis is reported as percent retained.



Certified to
ANSI/NSF #1

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

Material Safety Data Sheet

Provided by:

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

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

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

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

SECTION 2 - COMPOSITION INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	>98%	7647-14-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: NOT ESTABLISHED

Eye Contact: CONTACT MAY CAUSE EYE IRRITATION

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

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

Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. Wipe excess from skin and flush with plenty of water for at least 15 minutes. Use soap if available or follow by washing with soap and water. Do not reuse clothing until thoroughly cleaned. Get medical attention.

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. Wipe excess from skin and flush with plenty of water for at least 15 minutes. Use soap if available or follow by washing with soap and water. Do not reuse clothing until thoroughly cleaned. Get medical attention.

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

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

SECTION 5 - FIRE FIGHTING MEASURES

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

SECTION 6 - ACCIDENTAL RELEASE MEASURES

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

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

AVOID GENERATION OF DUSTS AND MISTS

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

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

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

<i>Boiling Point (°F):</i>	2575	<i>Vapor Pressure (mmHg):</i>	1 (@1589 F)
<i>Freezing Point (°F):</i>	NOT APPLICABLE	<i>Vapor Density (Air=1):</i>	NOT APPLICABLE
<i>Solubility (H₂O):</i>	SOLUBLE	<i>Specific Gravity (H₂O=1):</i>	2.185
<i>pH :</i>	7	<i>Evaporation Rate:</i>	NOT DETERMINED
<i>Appearance/Odor:</i>	COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR		

SECTION 10 - STABILITY AND REACTIVITY

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

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 2000 mg/kg SICH (rabbit) = 500 mg/2-liv

SECTION 12 - ECOLOGICAL INFORMATION

NO DATA AVAILABLE

SECTION 13 - DISPOSAL CONSIDERATIONS

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

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UN/NA Number:

Packing Group:

Subsidiary Hazard

Marine Pollutant: (N)

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313: (N)

SARA Extremely Hazardous Substance: (N)

HMS HAZARD RATING

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

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

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

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

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

DISCLAIMER

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

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 10-27-15

Title (position) Municipal Specialist

-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) _____



Certificate of Analysis

F112840000G 50Lb Culinox 999 Paper

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

15-OCT-2015
NEWARK
Corina Barragan-Perez
Quality Control
0510/7954531

749586

Page 1/1

Manufacturer:	Morton Salt, Inc.	Morton Batch No.:	NW15281008
Morton Order No.:	5100866553	Manufact. Date:	08-OCT-2015
Cust. Order No.:	LA-830965		
Delivery /-Item No:	5201829968 / 900005		
Quantity:	98 BAG	Shipping date:	14-OCT-2015

General Information:

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

Parameter	Result
Arsenic	<1.0 ppm
Calcium & Magnesium as Calcium	11 ppm
Copper	0.00 ppm
Iron - Free	0.1 ppm
Heavy Metals as Lead	<2.0 ppm
Insoluble Matter (ppm)	20 ppm
Moisture - Surface	0.017 %
Sodium Chloride	99.99 %
Sulfate	0.009 %
Bulk Density (lb/ft ³)	73.8 lb/ft ³
USS #100 (150µm) Retained	0 %
USS #20 (850µm) Retained	0 %
USS #30 (600µm) Retained	0 %
USS #40 (425µm) Retained	28 %
USS #50 (300µm) Retained	54 %
USS #70 (212µm) Retained	18 %
USS PAN	0 %
Cumulative Passing USS 70	0 %

Shipping Plant: 7380 Morton Avenue, Newark, CA, 94560

SHELF LIFE 10 years

Electronically released by Corina Barragan-Perez Senior QA Lab Technician on 13-OCT-2015

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

MORTON SALT, INC.

Safety Data Sheet

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

1.1 Product identifier

Product Name

• **Common Salt without Additives**

Synonyms

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

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

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

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock
– see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

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

saltinfo@mortonsalt.com

Telephone • 312-807-2000

(General)

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

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

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard statements • No label element(s) specifically required

2.3 Other hazards

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

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

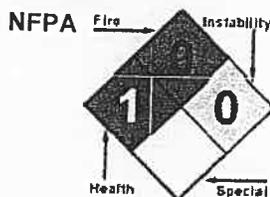
2.2 Label elements

WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials

2.4 Other information



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

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

3.2 Mixtures

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

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation**
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin**
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye**
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion**
- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

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

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media**
 - Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media**
 - No data available.

5.2 Special hazards arising from the substance or mixture

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

- Hazardous Combustion Products**
 - No data available

5.3 Advice for firefighters

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

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions**
 - Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures**
 - Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

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

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures**
 - Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

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

Section 7 - Handling and Storage

7.1 Precautions for safe handling

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

7.2 Conditions for safe storage, including any incompatibilities

- Storage**
 - Avoid storage with strong acids and strong oxidizing agents.
- Incompatible Materials or Ignition Sources**
 - Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

- Exposure Limits/Guidelines**
 - No applicable exposure limits available for product or components.

8.2 Exposure controls

- Engineering Measures/Controls**
 - Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms



Respiratory

Eye/Face

Skin/Body

General Industrial Hygiene Considerations

Environmental Exposure Controls

- In case of insufficient ventilation, wear suitable respiratory equipment.
- Wear safety glasses.
- Wear appropriate gloves.
- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.
- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

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

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

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

Section 11 - Toxicological Information

11.1 Information on toxicological effects

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

Potential Health Effects

Inhalation

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

- Chronic (Delayed)** • No data available.

Skin

- Acute (Immediate)** • Under normal conditions of use, no health effects are expected.

- Chronic (Delayed)** • No data available.

Eye

- Acute (Immediate)** • Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed) Ingestion • No data available.

Acute (Immediate) • Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed) • No data available.

Key to abbreviations
LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

• Material data lacking.

12.2 Persistence and degradability

• Material data lacking.

12.3 Bioaccumulative potential

• Material data lacking.

12.4 Mobility in Soil

• Material data lacking.

12.5 Results of PBT and vPvB assessment

• No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

• No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

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

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

Section 14 - Transport Information

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

14.6 Special precautions for user

• None known.

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

Section 15 - Regulatory Information

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

SARA Hazard Classifications

• None

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

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

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

Canada

Labor

Canada - WHMIS - Classifications of Substances

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

Canada - WHMIS - Ingredient Disclosure List

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

Environment

Canada - CEPA - Priority Substances List

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

Europe

Other

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

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

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

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

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

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

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

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

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

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

Mexico

Other

Mexico - Hazard Classifications

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

Mexico - Regulated Substances

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

United States

Labor

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

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

U.S. - OSHA - Specifically Regulated Chemicals

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

Environment

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

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

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

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

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

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

- U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - Emission Reporting
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing
 - Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

- U.S. - California - Proposition 65 - Carcinogens List
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Developmental Toxicity
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Female
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Male
 - Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

- U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances
 - Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

- U.S. - Rhode Island - Hazardous Substance List
 - Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date • 25/August/2015

Preparation Date • 09/August/2012

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

Key to abbreviations
NDA = No data available

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15

DEPT: Utilities Dept.

MEETING DATE: 11/12/15

DISCUSSION ITEM/TOPIC: Request for bid #2016-18 for the Water Control Facilities FEMA rehabilitation Project.

BACKGROUND/RATIONALE: The City of Las Vegas Water Division went out for bids for repairs of the City infrastructure damaged during the September 2013 Flood. Utilities water division would like to award to the lowest bidders as recommended by the Project Engineer, Souder Miller and Associates.

Advertised: 09/30/15, 10/02/15 and 10/04/15; Las Vegas Optic, Albuquerque Journal and City Website.
Bid Opening: October 30, 2015
Number of Bidders: 2; New Image \$216,152 and G Sandoval Construction- \$264,684
Lowest Bidder: Engineers Recommendation-TBD
Funding Source: City Budget to be reimbursed by FEMA upon closing of the FEMA agreement
Budget Line Item: 646-0000-650-8761

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.

KEN GARCIA BY [Signature]
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

[Signature]
ALFONSO E. ORTIZ, JR.
MAYOR

[Signature]
ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Approved to form 1-26-15



November 2, 2015

Mr. Eric Tapia
City of Las Vegas
905 12th Street
Las Vegas, NM 87701
Via email: ericltapia62@gmail.com

6422500

**Re: Review of Bids and Recommendation of Award
LVC001D Water Control Facilities FEMA Rehabilitation**

Dear Mr. Tapia,

Souder, Miller & Associates (SMA) has completed our review of the bids submitted for the above referenced project. Two bids were received; one from G. Sandoval Construction, Inc. and one from New Image Construction, Inc. SMA prepared the attached tabulation of bids from the bid forms received.

In our review of the bid forms and the tabulation of bids, some significant discrepancies were found with the bid submitted by New Image Construction, Inc. The errors are highlighted in the bid tabulation. The most significant error is for Item 6, Structural Concrete, Class A, for Site 2. The original bid form provides a unit price and a total that are identical. Pursuant to Article 14.01C, *any discrepancy between the multiplication of units of work and unit prices will be resolved in favor of the unit prices*. Resolving the discrepancies in their bid resulted in a significant difference in their base bid as well as the additive alternates.

Based on our review of the bids submitted and tabulation of the bids, it is our opinion that the lowest responsible bidder is G. Sandoval Construction. Therefore, SMA is recommending the awarding of this contract to G. Sandoval Construction.

Please do not hesitate to call me if you have any questions regarding this recommendation.

Sincerely,
Souder, Miller & Associates

Raymond J. Smith, P.E.
Senior Engineer

Attachment: Tabulation of Bids
Bid Forms Submitted

Cc: Rob Ederer, P.E., SMA
Tod Phinney, P.E., SMA
Maria Gilvarry, CLV

**TABULATION OF BIDS
CITY OF LAS VEGAS
Project Name:
LVC001D WATER CONTROL FACILITIES FEMA REHABILITATION**



					Engineer's Opinion of Probable Construction Cost		G. Sandoval Costruction Inc.		New Image Construction Inc.	
BASE BID										
BID ITEM #	ITEM ID NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SITE 1-GALLINAS RIVER RAW WATER DIVERSION STRUCTURE										
1	801000	CONSTRUCTION STAKING, COMPLETE	LS	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$24,000.00	\$24,000.00
2	621000	CONSTRUCTION MOBILIZATION AND SITE ACCESS, INCL CONSTRUCTION OF TEMPORARY ACCESS ROAD, COMPLETE	LS	1	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00
3	203100	PLACEMENT AND COMPACTION OF FILL AROUND EXPOSED CONCRETE PIPE	CY	30	\$40.00	\$1,200.00	\$200.00	\$6,000.00	\$110.00	\$3,300.00
4	502600	REMOVAL OF DEBRIS AND OBSTRUCTION (CLEARING OF IMMERSSED TREES AND DEBRIS 100' UPSTREAM AND DOWNSTREAM OF THE DAM)	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$28,000.00	\$28,000.00
5	663XXX	COANDA SCREEN REPLACEMENT (SCREENS DAMAGED BY LOG)	EACH	2	\$1,200.00	\$2,400.00	\$5,000.00	\$10,000.00	\$950.00	\$1,900.00
6	663XXX	GATE #1 24" OUTLET SLIDE GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00
7	663XXX	GATE #1 24" OUTLET SLIDE GATE SCREEN AND GUIDE FRAME	EACH	1	\$650.00	\$650.00	\$5,500.00	\$5,500.00	\$3,400.00	\$3,400.00
8	663XXX	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	1	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00
9	602000	RIPRAP CLASS A (PROTECTION OF PIPE COVER MATERIAL)	CY	30	\$173.46	\$5,203.80	\$850.00	\$25,500.00	\$200.00	\$6,000.00
Subtotal for Site 1						\$52,703.80	\$94,000.00	\$110,500.00		
ALTERNATE GATE #2										
SITE 1-GALLINAS RIVER RAW WATER DIVERSION STRUCTURE										
1	663XXX	GATE #2 5' x 3' DIVERSION INLET GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$11,000.00	\$11,000.00
2	663XXX	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	2	\$750.00	\$1,500.00	\$5,000.00	\$10,000.00	\$200.00	\$400.00
						\$6,500.00	\$16,500.00	\$11,400.00		
SITE 2 - GALLINAS RIVER RAW WATER PIPE BRIDGE STRUCTURE										
1	621000	CONSTRUCTION MOBILIZATION AND SITE ACCESS, COMPLETE	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
2	203205	UNCLASSIFIED EXCAVATION AND BACKFILL (PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	CY	160	\$10.00	\$1,600.00	\$85.00	\$13,600.00	\$50.00	\$8,000.00
3	207000	SUBGRADE PREPARATION (PIPE GIRDER AND PIPE SUPPORT FOUNDATION)	SY	5	\$50.00	\$250.00	\$125.00	\$625.00	\$300.00	\$1,500.00
4	502600	DEMOLITION/REMOVAL (EXISTING RCPs, CONCRETE CAP, PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	LS	1	\$4,200.00	\$4,200.00	\$18,000.00	\$18,000.00	\$8,000.00	\$8,000.00
5	502XXX	REMOVE AND RESET EXISTING BRIDGE WALKWAY, AS NEEDED FOR CONSTRUCTION	LS	1	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
6	511000	STRUCTURAL CONCRETE CLASS 'A' (CONCRETE CAP AND GIRDER AND SUPPORT)	CY	8	\$484.76	\$3,878.08	\$2,500.00	\$20,000.00	\$16,000.00	\$128,000.00
7	540060	REINFORCING BARS GRADE 60 (CONCRETE CAP, PIPE GIRDER, AND PIPE SUPPORT)	LB	500	\$2.50	\$1,250.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00
8	570437	24" RCP STORM DRAIN PIPE	LF	16	\$70.00	\$1,120.00	\$220.00	\$3,520.00	\$100.00	\$1,600.00
9	663XXX	MISC. HARDWARE (NUTS, WASHERS, AND BOLT SETS TO BE REPLACED)	EACH	14	\$25.00	\$350.00	\$200.00	\$2,800.00	\$35.17	\$492.38
Subtotal for Site 2						\$20,148.08	\$78,045.00	\$166,092.38		
SITE 4 - PETERSON RESERVOIR ACCESS ROAD										
1	209.000	BLADING AND RESHAPING (Roadside Ditches)	MILE	0.20	\$80,000.00	\$16,000.00	\$8,000.00	\$1,600.00	\$22,500.00	\$4,500.00
2	303.010	BASE COURSE	CY	65	\$31.00	\$2,015.00	\$135.00	\$8,775.00	\$60.00	\$3,900.00

**TABULATION OF BIDS
CITY OF LAS VEGAS
Project Name:
LVC001D WATER CONTROL FACILITIES FEMA REHABILITATION**



					Engineer's Opinion of Probable Construction Cost		G. Sandoval Costruction Inc.		New Image Construction Inc.	
BASE BID										
BID ITEM #	ITEM ID NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
3	621.000	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00
Subtotal for Site 4						\$23,015.00		\$20,375.00		\$9,400.00
SITE 5 - VALENCIA STREET PEDESTRIAN BRIDGE AND PIPELINE CROSSING										
1	XXX.XXX	PIPE INSULATION	SF	420	\$5.00	\$2,100.00	\$20.00	\$8,400.00	\$7.14	\$2,998.80
2	210.001	UNSUITABLE MATERIAL EXCAVATION	CY	100	\$40.00	\$4,000.00	\$135.00	\$13,500.00	\$30.00	\$3,000.00
3	541.200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	231	\$4.25	\$981.75	\$15.00	\$3,465.00	\$2.00	\$462.00
4	542.XXX	HIGH STRENGTH BOLTS AND NUTS	LB	116	\$4.25	\$493.00	\$15.00	\$1,740.00	\$1.00	\$116.00
5	621.000	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
Subtotal for Site 5						\$14,574.75		\$33,105.00		\$7,576.80
SITE 6 - WASTEWATER TREATMENT PLANT ACCESS ROAD										
1	206.XXX	UNCLASSIFIED EXCAVATION (DITCHES)	CY	14	\$14.13	\$197.82	\$45.00	\$630.00	\$100.00	\$1,400.00
2	207.000	SUBGRADE PREPARATION	SY	234	\$10.00	\$2,340.00	\$6.00	\$1,404.00	\$15.00	\$3,510.00
3	208.000	LINEAR GRADING (DITCHES)	LF	216	\$5.00	\$1,080.00	\$15.00	\$3,240.00	\$8.00	\$1,728.00
4		UNSUITABLE MATERIAL EXCAVATION	CY	14	\$100.00	\$1,400.00	\$145.00	\$2,030.00	\$50.00	\$700.00
5	302.010	BASE COURSE	CY	2	\$31.00	\$62.00	\$150.00	\$300.00	\$100.00	\$200.00
6	570.036	36" CULVERT PIPE	LF	30	\$105.00	\$3,150.00	\$105.00	\$3,150.00	\$125.00	\$3,750.00
7	570.048	48" CULVERT PIPE (REMOVE AND RELOCATE CULVERT PIPE)	LF	23	\$93.82	\$2,157.86	\$135.00	\$3,105.00	\$52.17	\$1,199.91
8	601.000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS, INCLUDING DEBRIS IN DITCHES AND EXISTING 14" STEEL PIPE, COMPLETE	LF	40	\$1,200.00	\$48,000.00	\$45.00	\$1,800.00	\$15.00	\$600.00
9	621.000	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00
Subtotal for Site 6						\$65,387.68		\$22,659.00		\$14,087.91
Total of Base Bid Items						\$79,351.88		\$188,545.00		\$287,992.38
Total of Additive Alternate 1						\$23,015.00		\$20,375.00		\$9,400.00
Total of Additive Alternate 2						\$14,574.75		\$33,105.00		\$7,576.80
Total of Additive Alternate 3						\$65,387.68		\$22,659.00		\$14,087.91
Project Total						\$182,329.31		\$264,684.00		\$319,067.09



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: '13 Flood Projects
Project Manager: Maria Gilvarry
Engineer: Rob Ederer/SMA

PROJECT NUMBER: UT-WFEMA-2013-1
Contract Number: 2674-13

PROJECT DESCRIPTION: Repair of damages that occurred during the September 2013 Flood.

ACTION TIMELINE: Oct 15 to Oct 16

Funding	Estimated Expenditures	EXPENDED to date ('15)	Est. BAL to Expend in '16
City (front the \$) \$210,000	P&D \$23,034.00	Design \$ 20,135.08	Design \$ 0
<u>FEMA(in Review)</u> \$151,000	Egr Services \$ 18,000.00	Egr Services \$ 0.00	Egr Services \$ 18,000.00
Total Budget \$ 361,000	<u>Construction</u> \$184,786.59	Const \$ 0	Construction \$ 234,524.92
	Total Budget \$ 207,820.59	Total w/GRT \$ 20,135.08	Total w/GRT \$ 252,524.92

FEMA will fund 75% of the final actual cost of the project. Will submit to FEMA/DHS for reimbursement

LINE ITEM NUMBER: 646-0000-650-8761

ACTION	DESCRIPTION	DATE
Loan/Grant	From FEMA From State From City	
Authorized Ordinance		
Loan/Subsidy Agreement		
Engineering Services Agreement	Contract ____ Task Order# _____ \$ _____	
Engineering Estimate	Total Engineer's Estimate \$ 23,034.00	6/1/14
Bid Document Review	Bid #	7/9/15
Advertisement	Las Vegas Optic, Albuquerque Journal and City Website	7/ /15
Construction Estimate	Contractor Share \$ 184,768.59 (Including NMGRT)	6/1/15
Bid Opening	Date	8/ /15
Bid Tabulation	Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____	8/ /15
Engineer's Recommendation	Contractor _____	
Staff Recommendation		
Committee Recommendation		
Council Approval		
Notice To Proceed		

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

DATE: 30-Oct-2015

TIME: 2:00PM

OPENING NO.: 2016-18

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

DEPARTMENT: UTILITIES

ITEM(S): LVC001D REBID WATER CONTROL FACILITIES FEMA REHABILITATION

RECEIVED FROM:	no GET	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 G. Sandoval Constr	Base	188,545. ⁰⁰	✓	✓	✓
(Total)	alt 1	20,375. ⁰⁰			
2 264684	alt 2	33,105. ⁰⁰			
	alt 3	22,659. ⁰⁰			
3 New Image Const.	Total	216,152. ⁰⁰	✓	✓	✓
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 Arturo Aragon	G. Sandoval Construction Inc.
2 Johnny Marzanaris	New Image Construction

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY: [Signature]
DATE: 10-30-15
COPIES TAKEN BY: [Signature]
DATE: [Signature]

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 10-30-15

**Project Manual For
LVC001D Water Control Facilities
FEMA Rehabilitation**

**The City of Las Vegas
New Mexico**



**PreBid Meeting
October 23, 2015**

**Bid Opening Date: October 30, 2015
Bid Opening Time: 2:00 pm**



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Certificate of Insurance.....	1 page
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APPENDICES

Appendix A - Minimum Wage Rate Determination

EXHIBITS

Exhibit A - Submittals Checklist

TECHNICAL SPECIFICATIONS

INDEX TO PROJECT PLAN SHEETS

SHEET NUMBER

SHEET TITLE

Sheet G-1	Cover Sheet & Drawing Index
Sheet G-2	General Notes and Legend
Sheet C-1.1	Site 1 and Site 2 Survey Control and Vicinity Map
Sheet C-1.2	Site 1 and Site 2 Access Road Plan and Profile Sheet
Sheet C-1.3	Site 1 Existing Site Plan
Sheet C-1.4	Site 1 Grading Plan
Sheet C-1.5	Site 1 Miscellaneous Details
Sheet C-2.1	Site 2 Vicinity Map and Site Photos
Sheet C-2.2	Site 2 Plan and Profile
Sheet C-2.3	Site 2 Miscellaneous Details
Sheet C-4.1	Site 4 Survey Control and Vicinity Map
Sheet C-4.2	Site 4 Peterson Reservoir Tank Road Plan and Profile
Sheet C-5.1	Site 5 Miscellaneous Details
Sheet C-6.1	Site 6 Survey Control and Site Plan
Sheet C-6.2	Site 6 Plan and Profile

ENGINEER CERTIFICATION

These Contract Documents and Construction Specifications for the **LVC001D Water Control Facilities FEMA Rehabilitation** were prepared by:

Souder, Miller & Associates
3451 Candelaria Rd. NE, Suite D
Albuquerque, NM 87107
(505) 299-0942 or Fax (505) 293-3430

The technical material and data contained in the specifications were prepared under the supervision and direction of Raymond J. Smith, P.E., whose seal as a Professional Engineer licensed to practice in the state of New Mexico is affixed below.



Raymond J. Smith, P.E.
New Mexico PE License #18738

Date

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record stated above, IN WRITING for interpretations.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 30, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

LVC001D Water Control Facilities FEMA Rehabilitation

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following locations:

Builders News and Plan Room 3435 Princeton Dr NE, Albuquerque, NM 87107 (505) 884-1752
Construction Reporter 1609 2nd St NW, Albuquerque, NM 87102 (505) 243-9793
Souder, Miller & Associates 3451 Candelaria Rd NE, Ste D, Albuquerque NM 87107 (505) 299-0942

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: the ENGINEER, Souder, Miller & Associates, 3451 Candelaria Rd. NE, Ste. D, Albuquerque, NM 87107, upon payment of \$100.00 by check only, for each set. **Checks should be made payable to "City of Las Vegas"**. Any BIDDER, upon returning the CONTRACT DOCUMENTS in good and complete condition within 10 days of bid opening, will be refunded \$100.00.

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: "**BID ENCLOSED for the LVC001D Water Control Facilities FEMA Rehabilitation.**", Opening No. 2016-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

A MANDATORY PRE-BID MEETING will be held at the City of Las Vegas Council Chambers on October 23, 2015 at 2:00 pm.

CITY OF LAS VEGAS,

ELMER J. MARTINEZ, ACTING CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-03

Date Issued: Sept. 30, 2015

Date Issued: Published:

Albuquerque Journal
Las Vegas Optic

Sept. 30, Oct. 2, Oct. 4, 2015
Sept. 30, Oct. 2, Oct. 4, 2015

City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

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

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

Signature

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, October 30, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for November 6, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and three (3) copies of Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and three (3) 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.

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)

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 10 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 Prior to bidding on the Project, Bidder must carry all licenses required under New Mexico state law to complete the Work, and be duly registered with the New Mexico Department of Workforce Solutions with an “Active” status. Refer to Title 14 Housing and Construction of the New Mexico Administrative Code (NMAC), Chapter 6, Part 6, for a listing of classifications of licenses and certificates issued by the Construction Industries Division (CID) of the New Mexico Regulation and Licensing Department required by law to perform the Work. All Subcontractors must carry all licenses required under New Mexico state law to complete the work which they are to perform. Bidder and all Subcontractors must be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 12 NMSA 1978 and ensure that such licenses shall remain in effect for the duration of the Work and warranty periods. All tiers of Subcontractors whose portion of the Work is valued at greater than \$60,000 must also be duly registered with the New Mexico Department of Workforce Solutions prior to submittal of Bid, per Article 22 below. All electrical work, whether performed by Bidder or Bidder’s Subcontractor, shall be performed by a licensed electrician.

3.02 To demonstrate Bidder’s qualifications to perform the Work, the Bidder determined to have presented the lowest qualified Bid shall complete and submit the Bidder’s Qualifications Statement included in these Contract Documents along with all supporting data together with the Bid, which will be used in the evaluation of the Bid prior to Award, as stipulated in Article 15 and Article 19 of these Instructions to Bidders. The Bidder may be considered non-responsive if the Bidder’s Qualifications Statement is not submitted in a timely manner.

3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. If not already included as an Exhibit to the Bidding Documents, copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Bidder shall, per the provisions in Paragraph 4.04, undertake additional subsurface investigation work to develop a sound understanding of subsurface conditions prior to preparing the Bid.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. If not already included as an Exhibit to the Bidding Documents, copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed

at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request by the Bidder, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents, if applicable. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data", and (3) Contract Documents and Drawings regarding Underground Facilities and make such investigations as the Contractor deems necessary per Articles 4.02 and 4.05 of these Instructions to Bidders;
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A Mandatory Pre-Bid Conference will be held at 2:00 p.m. local time on October 23, 2015 at City of Las Vegas Council Chambers. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. **Any Bid presented by a Bidder who did not attend the Mandatory Pre-Bid Conference will not be considered.**

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Sites are identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by

Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If a List of Proposed Subcontractors is identified as a required attachment to the Bid Proposal, the Bidder is required to identify all Subcontractors whose subcontracted work surpasses the Subcontractor listing threshold of five thousand dollars (\$5,000). Firms identified in the List of

Proposed Subcontractors shall not be substituted except as permitted under 13-4-36 NMSA 1978 of the Subcontractors' Fair Practices Act.

- 12.02 If the Bidder fails to specify a Subcontractor in excess of the listing threshold, the Bidder represents that the Bidder, as the prime Contractor, is fully qualified to perform that portion of the Work. For each such listed Subcontractor, the Bidder shall include the following information:
- A. the name of Subcontractor that will perform work or labor or render service on the project identified in the Contract Documents and the city or county of its principal place of business; and
 - B. the category of the work that will be done by each Subcontractor; only one Subcontractor may be listed for each category of work as defined by the Bidder.
- 12.03 If a List of Proposed Subcontractors is not identified as a required attachment to the Bid Proposal, the apparent successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required, under the same conditions identified in Article 12.01 above. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.06 Contractor shall not substitute any person as Subcontractor in place of those identified on the List or Proposed Subcontractors without prior approval from Owner. (§ 13-4-36 NMSA 1978) The same applies to equipment manufacturers identified on the Equipment Suppliers List, when such a list is included within the Contract Documents.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
 - B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 **Enclose one (1) original and two (2) copies of Bid.** With each set of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond

Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- A. List of Proposed Subcontractors;
 - B. List of Proposed Equipment Manufacturers;
 - C. Bidder's Qualifications Statement;
 - D. Contractor's License Number included on the Bid Form;
 - E. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau; and
 - F. Campaign Contribution Disclosure Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED for the LVC001D Water Control Facilities FEMA Rehabilitation.**" A mailed Bid shall be addressed to City of Las Vegas, City's Council Chambers, 1700 N. Grand Avenue, Las Vegas New Mexico, 87701.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality or quantity of the Work, and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project. The Additive and/or Deductive Bid Items, as well as Alternate Bid Items are listed in order of priority on the Bid Form. Award will be made to the lowest responsible and responsive Bidder that offers the lowest aggregate amount for the Base Bid, plus or minus (in the order stated in the list of priorities on the Bid Form) those Additive or Deductive Bid Items, respectively, and Alternate Bid Items (if applicable) that fit within the funds determined available, and are in the Owner's best interests. However, in the case of additive bid items, if adding another item from the bid schedule list of priorities would make the award exceed the available funds for all Bidders, the Owner reserves the right to skip that item and go to the next item from the list of Additive Bid Items. Ultimately, all Bids will be evaluated on the basis of the same Base Bid plus Additive or Deductive, and Alternate Bid Items.
- 19.07 A Bid submitted by a resident contractor that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 (as amended) but does not include a resident veteran business, shall be deemed five percent (5%) lower than the Bid actually submitted, pursuant to Section 13-1-21 NMSA 1978 (as amended). When a joint bid or joint proposal is submitted by both resident and nonresident contractors, the resident contractor preference provided shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident contractor as specified in the joint bid or joint proposal.

- 19.08 A Bid submitted by a resident veteran contractor that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 (as amended), shall be deemed between seven percent (7%) and ten percent (10%) lower than the Bid actually submitted, pursuant to Section 13-1-21 NMSA 1978 (as amended). When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident contractors, the preference provided pursuant to Section 13-1-22 NMSA 1978 shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each contractor as specified in the joint bid or joint proposal.
- 19.09 The resident contractor preference and resident veteran contractor preference shall not be awarded together. If the resident veteran contractor preference applies, it shall be in place of the 5% resident contractor preference.
- 19.10 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, after the 5% resident contractor preference or 7% to 10% resident veteran contractor preference is considered. The resident contractor or resident veteran contractor preferences are not cumulative. In the event a Bidder is eligible for more than one preference, the most favorable one to the Bidder shall apply.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds. The required insurance coverage shall include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – NM DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION

- 22.01 A Bidder that submits a Bid valued at more than sixty thousand dollars (\$60,000) must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions (NMDWS), Public Works Bureau, with an "Active" status, prior to submittal of Bid. The Bidder must enter his NMDWS registration number on the Bid Form and include a copy of the registration with the NMDWS as per Article 15 herein. The Bid presented by a Bidder who does not meet this requirement shall not be considered for award, pursuant to NMSA 1978, Section 13-4-13.1.

- 22.02 All tiers of Subcontractors shall be subject to this same requirement. The Bidder must also enter the Labor Relations Division, New Mexico Department of Workforce Solutions (NMDWS), Public Works Bureau registration number on the List of Proposed Subcontractors for each Subcontractor when the value of the subcontracted work will exceed sixty thousand dollars \$60,000, as stated above. Any Subcontractor who lacks current registration, with an "Active" status, with NMDWS as of the date of Bid will be rejected, and the General Contractor will be required to substitute another registered Subcontractor acceptable to the Owner without any increase in Bid price.

ARTICLE 23 – SALES AND USE TAXES

- 23.01 New Mexico Gross Receipts Tax shall not be included in the Bid, except where specifically requested on the Bid form.

ARTICLE 24 – PAYMENT

- 24.01 For the present project, a total of forty-five (45) days is required by the Owner to process any payment related to the Work, as detailed in the Supplementary Conditions (SC-14.02.C, 14.07.C, 15.04.A, and 15.04.B).

ARTICLE 25 – SUBCONTRACTORS FAIR PRACTICES ACT

- 25.01 The Subcontractors Fair Practices Act (SCFPA) requires that Payment and Performance Bonds be prepared and presented by the prime Contractor and first-tier Subcontractors only. The Subcontractor's bonds are to be payable to the prime Contractor, not the Owner.
- 25.02 The Performance and Payment bond provided by an affected Subcontractor should follow current law in the SCFPA (§ 13-4-37 NMSA 1978) that is:
- A. Be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code;
 - B. Be a surety listed in the US Treasury Circular 570;
 - C. Name the prime Contractor as the obligee.
- 25.03 Pursuant to NMSA 1978, Section 13-1-148.1, a Subcontractor shall provide Performance and Payment Bonds if the Subcontractor's contract (to the Contractor) for work to be performed is one hundred twenty-five thousand dollars (\$125,000), or more. Failure of a Subcontractor to provide the required bonds shall not subject Owner to any increase in cost due to approved substitution of Subcontractor.
- 25.04 The Performance and Payment Bond required shall be provided to the general Contractor at the time the subcontract is executed. The Performance and Payment Bond is at the expense of the Subcontractor and should clearly state the amount and requirements of the bond. (§ 13-4-37 NMSA 1978)

ARTICLE 26 – NEW MEXICO STATE PROCUREMENT CODE

The Contractor is advised that the New Mexico State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

BID FORM

LVC001D Water Control Facilities FEMA Rehabilitation

(Project Number – UT-WFEMA-2013-1)

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Las Vegas
City Council Chambers
1700 N. Grand Avenue
Las Vegas New Mexico, 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
----------	------------------	------	------	------------	-------------

Site 1 – Gallinas River Raw Water Diversion Structure.

1	CONSTRUCTION STAKING, COMPLETE	LS	1		
2	CONSTRUCTION MOBILIZATION AND SITE ACCESS, INCL CONSTRUCTION OF TEMPORARY ACCESS ROAD, COMPLETE	LS	1		
3	PLACEMENT AND COMPACTION OF FILL AROUND EXPOSED CONCRETE PIPE	CY	30		
4	REMOVAL OF DEBRIS AND OBSTRUCTION (CLEARING OF IMMERSED TREES AND DEBRIS 100' UPSTREAM AND DOWNSTREAM OF THE DAM)	LS	1		
5	COANDA SCREEN REPLACEMENT (SCREENS DAMAGED BY LOG)	EACH	2		
6	GATE #1 24" OUTLET SLIDE GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1		
7	GATE #1 24" OUTLET SLIDE GATE SCREEN AND GUIDE FRAME	EACH	1		
8	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	1		
9	RIPRAP CLASS A (PROTECTION OF PIPE COVER MATERIAL)	CY	30		

ALTERNATE GATE #2

1	GATE #2 5' x 3' DIVERSION INLET GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1		
2	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	2		

Site 2 – Gallinas River Raw Water Pipe Bridge Structure

1	CONSTRUCTION MOBILIZATION AND SITE ACCESS, COMPLETE	LS	1		
2	UNCLASSIFIED EXCAVATION AND BACKFILL (PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	CY	160		
3	SUBGRADE PREPARATION (PIPE GIRDER AND PIPE SUPPORT FOUNDATION)	SY	5		
4	DEMOLITION/REMOVAL (EXISTING RCPs, CONCRETE CAP, PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	LS	1		
5	REMOVE AND RESET EXISTING BRIDGE WALKWAY, AS NEEDED FOR CONSTRUCTION	LS	1		
6	STRUCTURAL CONCRETE CLASS 'A' (CONCRETE CAP AND GIRDER AND SUPPORT)	CY	8		
7	REINFORCING BARS GRADE 60 (CONCRETE CAP, PIPE GIRDER, AND PIPE SUPPORT)	LB	500		
8	24" RCP STORM DRAIN PIPE	LF	16		
9	MISC. HARDWARE (NUTS, WASHERS, AND BOLT SETS TO BE REPLACED)	EACH	14		
TOTAL					

ADDITIVE ALTERNATE #1

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
Site 4 – Peterson Reservoir Access Road					

1	BLADING AND RESHAPING (Roadside Ditches)	MILE	0.20		
2	BASE COURSE	CY	65		
3	MOBILIZATION	LS	1		
TOTAL					

ADDITIVE ALTERNATE #2

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
Site 5 – Valencia Street Pedestrian Bridge and Pipeline Crossing					
1	PIPE INSULATION - INCLUDING VAPOR BARRIER, METAL JACKET, STRAPING, AND SEALS	SF	420		
2	UNSUITABLE MATERIAL EXCAVATION	CY	100		
3	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	231		
4	HIGH STRENGTH BOLTS AND NUTS	LB	116		
5	MOBILIZATION	LS	1		
TOTAL					

ADDITIVE ALTERNATE #3

Note: Gross receipts tax not included.

Site 6 – Wastewater Treatment Plant Access Road					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	UNCLASSIFIED EXCAVATION (DITCHES)	CY	14		
2	SUBRAGED PREPARATION	SY	234		
3	LINEAR GRADING (DITCHES)	LF	216		
4	UNSUITABLE MATERIAL EXCAVATION	CY	14		
5	BASE COURSE	CY	2		
6	36" CULVERT PIPE	LF	30		
7	48" CULVERT PIPE (REMOVE AND RELOCATE CULVERT PIPE)	LF	23		
8	REMOVAL AND DISPOSAL 14" STEEL PIPE	LF	40		
9	MOBILIZATION	LS	1		
TOTAL					

TOTAL OF BASE BID \$ _____

(Total of Sites 1 and 2)

IN WORDS: _____

TOTAL OF ADDITIVE ALTERNATE #1 \$ _____

(Total for Site 4)

IN WORDS: _____

TOTAL OF ADDITIVE ALTERNATE #2 \$ _____

(Total for Site 5)

IN WORDS: _____

TOTAL OF ADDITIVE ALTERNATE #3 \$ _____

(Total for Site 6)

IN WORDS: _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a Bid Bond or as otherwise stated in the Instructions to Bidders;
 - B. List of Proposed Subcontractors;

- C. List of Proposed Equipment Manufacturers;
- D. Bidder's Qualifications Statement with Supporting Data;
- E. Contractor's License No.: _____, or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
- G. Campaign Contribution Disclosure Form.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in New Mexico is ___/___/___.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

New Mexico Contractor License No. _____.

New Mexico Department of Workforce Solutions Registration No. _____.

Signature

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

(SEAL)

Notary Public Signature

My Commission expires: _____

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE" and sign the sheet.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER

Bidder's Name: _____
By (Signature): _____
Print or Type Name and Title: _____

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted Together, with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: LVC001D Water Control Facilities FEMA Rehabilitation

SUBMITTED BY: _____

(Print or Type Name of Bidder)

ADDRESS: _____

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? _____
2. How many years has your organization been in business under its present name? _____
3. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's Name: _____
 - d. Vice President's Name: _____
 - c. Secretary or Clerk's Name: _____
 - d. Treasurer's Name: _____
4. If individual or partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. _____

6. Do you plan to subcontract any part of this Project. _____ if so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____

7. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. _____

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. _____

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: _____

b. A bank: _____

c. A major material supplier: _____

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this _____ day of _____ 20_____

Bidder: _____
(Print or Type Name of Bidder)

By: _____

Title: _____

(Seal, if Corporation)

Notice of Award

Dated _____

Project: LVC001D Water Control Facilities FEMA Rehabilitation	Owner: City of Las Vegas	Owner's Contract No.:
--	---------------------------------	-----------------------

Contract: LVC001D Water Control Facilities FEMA Rehabilitation	Engineer's Project No.: 6422500
---	--

Bidder: _____

Bidder's Address: _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$ _____).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): G. Sandoval Construction Inc.
2000 E. Lohman, Suite C
Las Cruces, New Mexico 88001

SURETY (Name and Address of Principal Place of Business):
Employers Mutual Casualty Company
P.O. Box 712
Des Moines, Iowa 50306-0712

OWNER (Name and Address): City of Las Vegas
P.O. Box 179
Las Vegas, New Mexico 87701-4731

BID

Bid Due Date: October 30, 2015

Description (Project Name and Include Location): LVC001D Water Control Facilities FEMA Rehabilitation
Re-Bid, Las Vegas, New Mexico

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum Five Percent of Amount Bid (Words) (5%) \$ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

G. Sandoval Construction Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

MARIL OTERO
Print Name

V.P.
Title

Attest: [Signature]
Signature

Witness
Title

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Shawn Gustafson
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



P.O. Box 712 • Des Moines, IA 50306-0712

No. B24516

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: WILLIAM W. BURKE, SHAWN GUSTAFSON, STACEY BOSWELL, CAROLS AGUIRRE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

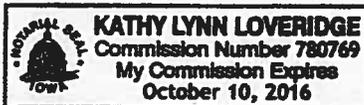
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

28th day of MAY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 28th day of MAY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MAY 28, 2015 on behalf of: WILLIAM W. BURKE, SHAWN GUSTAFSON, STACEY BOSWELL, CAROLS AGUIRRE

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of October, 2015.

J D Clough
Vice President

AGENT'S AFFIDAVIT

Supplements to Bond Forms
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Shawn Gustafson

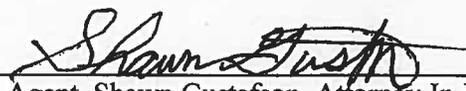
being first duly sworn deposes and says:

That he/she is the duly appointed agent for Employers Mutual Casualty Company
P.O. Box 712
Des Moines, Iowa 50306-0712
and licensed or authorized to do business in the State of New Mexico.

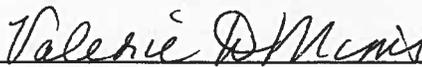
Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of LVC001D Water Control Facilities FEMA Rehabilitation
Re-Bid, Las Vegas, New Mexico
dated the 30th day of October, 2015 executed by:

G. Sandoval Construction, Inc. contractor, as principal and
Employers Mutual Casualty Company as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.


Agent, Shawn Gustafson, Attorney-In-Fact

Subscribed and sworn to before me this 30th day of October, 2015.


Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.
1691 Hickory Loop, Suite B
Las Cruces, New Mexico 88005
Telephone Number (575) 524-2222

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): G. Sandoval Construction Inc.
2000 E. Lohman, Suite C
Las Cruces, New Mexico 88001

SURETY (Name and Address of Principal Place of Business):
Employers Mutual Casualty Company
P.O. Box 712
Des Moines, Iowa 50306-0712

OWNER (Name and Address): City of Las Vegas
P.O. Box 179
Las Vegas, New Mexico 87701-4731

BID

Bid Due Date: October 30, 2015

Description (Project Name and Include Location): LVC001D Water Control Facilities FEMA Rehabilitation
Re-Bid, Las Vegas, New Mexico

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum Five Percent of Amount Bid (Words) (5%) \$ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

G. Sandoval Construction Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

MARK OTERO
Print Name

V.P.
Title

Attest: [Signature]
Signature

Witness
Title

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Shawn Gustafson
Print Name

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



P.O. Box 712 • Des Moines, IA 50306-0712

No. B24516

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: WILLIAM W. BURKE, SHAWN GUSTAFSON, STACEY BOSWELL, CAROLS AGUIRRE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

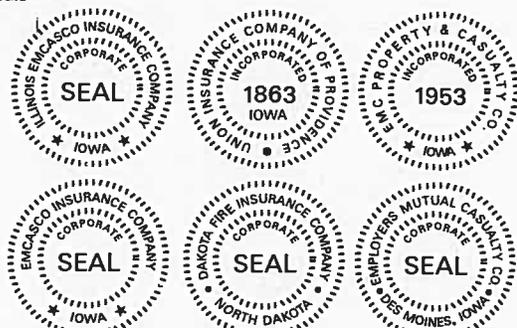
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 28th day of MAY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 28th day of MAY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.



KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MAY 28, 2015 on behalf of: WILLIAM W. BURKE, SHAWN GUSTAFSON, STACEY BOSWELL, CAROLS AGUIRRE

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of October, 2015.

[Signature] Vice President

AGENT'S AFFIDAVIT

Supplements to Bond Forms
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Shawn Gustafson

being first duly sworn deposes and says:

That he/she is the duly appointed agent for Employers Mutual Casualty Company
P.O. Box 712

Des Moines, Iowa 50306-0712

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of LVC001D Water Control Facilities FEMA Rehabilitation
Re-Bid, Las Vegas, New Mexico

dated the 30th day of October, 2015 executed by:

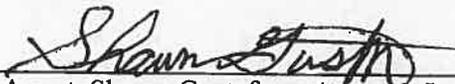
G. Sandoval Construction, Inc.

contractor, as principal and

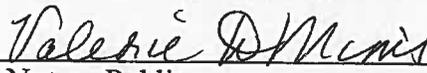
Employers Mutual Casualty Company

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.


Agent, Shawn Gustafson, Attorney-In-Fact

Subscribed and sworn to before me this 30th day of October, 2015.


Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.
1691 Hickory Loop, Suite B
Las Cruces, New Mexico 88005
Telephone Number (575) 524-2222

BIDDER INFORMATION

BIDDER: G. Sandoval Construction, Inc.
 AUTHORIZED AGENT: Mark Otero
 ADDRESS: 3311 Candelaria NE, Ste J Alb., NM 87107
 TELEPHONE NUMBER (505) 221-6003
 FAX NUMBER (505) 221-6009
 DELIVERY: Oct. 30, 2015
 STATE PURCHASING RESIDENT CERTIFICATION NO.: L1001955280
 NEW MEXICO CONTRACTORS LICENSE NO.: 081118
 BID ITEM (S): 37

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 San Miguel }

I Mark Otero, 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.

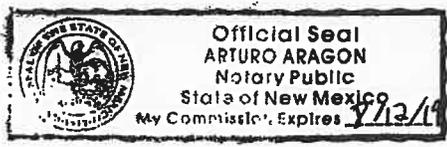
[Signature]
 Signature

Subscribed and sworn to before me, this 30th day of October, 2015.

(SEAL)

[Signature]
 Notary Public Signature

My Commission Expires: 8/12/19



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: 74-2854211

SOCIAL SECURITY NUMBER: 526 51 4661

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): 02-352842-007

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: _____ *N/A* _____
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]

Signature

10/30/15

Date

V.P.

Title (Position)

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/29/15</u> ²² LG
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
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Site 1 – Gallinas River Raw Water Diversion Structure.

1	CONSTRUCTION STAKING, COMPLETE	LS	1	\$4,000.00	\$4,000.00
2	CONSTRUCTION MOBILIZATION AND SITE ACCESS, INCL CONSTRUCTION OF TEMPORARY ACCESS ROAD, COMPLETE	LS	1	\$25,000.00	\$25,000.00
3	PLACEMENT AND COMPACTION OF FILL AROUND EXPOSED CONCRETE PIPE	CY	30	\$200.00	\$6,000.00
4	REMOVAL OF DEBRIS AND OBSTRUCTION (CLEARING OF IMMERSSED TREES AND DEBRIS 100' UPSTREAM AND DOWNSTREAM OF THE DAM)	LS	1	\$8,000.00	\$8,000.00
5	COANDA SCREEN REPLACEMENT (SCREENS DAMAGED BY LOG)	EACH	2	\$5,000.00	\$10,000.00
6	GATE #1 24" OUTLET SLIDE GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1	\$6,000.00	\$6,000.00
7	GATE #1 24" OUTLET SLIDE GATE SCREEN AND GUIDE FRAME	EACH	1	\$5,500.00	\$5,500.00
8	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	1	\$4,000.00	\$4,000.00
9	RIPRAP CLASS A (PROTECTION OF PIPE COVER MATERIAL)	CY	30	\$850.00	\$25,500.00

ALTERNATE GATE #2

1	GATE #2 5' x 3' DIVERSION INLET GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1	\$6,500.00	\$6,500.00
2	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	2	\$5,000.00	\$10,000.00

Site 2 – Gallinas River Raw Water Pipe Bridge Structure

1	CONSTRUCTION MOBILIZATION AND SITE ACCESS, COMPLETE	LS	1	\$10,000.00	\$10,000.00
2	UNCLASSIFIED EXCAVATION AND BACKFILL (PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	CY	160	\$85.00	\$13,600.00
3	SUBGRADE PREPARATION (PIPE GIRDER AND PIPE SUPPORT FOUNDATION)	SY	5	\$125.00	\$625.00
4	DEMOLITION/REMOVAL (EXISTING RCPs, CONCRETE CAP, PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	LS	1	\$18,000.00	\$18,000.00
5	REMOVE AND RESET EXISTING BRIDGE WALKWAY, AS NEEDED FOR CONSTRUCTION	LS	1	\$8,000.00	\$8,000.00
6	STRUCTURAL CONCRETE CLASS 'A' (CONCRETE CAP AND GIRDER AND SUPPORT)	CY	8	\$2,500.00	\$20,000.00
7	REINFORCING BARS GRADE 60 (CONCRETE CAP, PIPE GIRDER, AND PIPE SUPPORT)	LB	500	\$3.00	\$1,500.00
8	24" RCP STORM DRAIN PIPE	LF	16	\$220.00	\$3,520.00
9	MISC. HARDWARE (NUTS, WASHERS, AND BOLT SETS TO BE REPLACED)	EACH	14	\$200.00	\$2,800.00
TOTAL					\$188,545.00

ADDITIVE ALTERNATE #1

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
Site 4 – Peterson Reservoir Access Road					

1	BLADING AND RESHAPING (Roadside Ditches)	MILE	0.20	\$8,000.00	\$1,600.00
2	BASE COURSE	CY	65	\$135.00	\$8,775.00
3	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
TOTAL					\$20,375.00

ADDITIVE ALTERNATE #2

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
Site 5 – Valencia Street Pedestrian Bridge and Pipeline Crossing					
1	PIPE INSULATION - INCLUDING VAPOR BARRIER, METAL JACKET, STRAPING, AND SEALS	SF	420	\$20.00	\$8,400.00
2	UNSUITABLE MATERIAL EXCAVATION	CY	100	\$135.00	\$13,500.00
3	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	231	\$15.00	\$3,465.00
4	HIGH STRENGTH BOLTS AND NUTS	LB	116	\$15.00	\$1,740.00
5	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00
TOTAL					\$33,105.00

ADDITIVE ALTERNATE #3

Note: Gross receipts tax not included.

Site 6 – Wastewater Treatment Plant Access Road					
1	UNCLASSIFIED EXCAVATION (DITCHES)	CY	14	\$45.00	\$630.00
2	SUBRAGED PREPARATION	SY	234	\$6.00	\$1,404.00
3	LINEAR GRADING (DITCHES)	LF	216	\$15.00	\$3,240.00
4	UNSUITABLE MATERIAL EXCAVATION	CY	14	\$145.00	\$2,030.00
5	BASE COURSE	CY	2	\$150.00	\$300.00
6	36" CULVERT PIPE	LF	30	\$105.00	\$3,150.00
7	48" CULVERT PIPE (REMOVE AND RELOCATE CULVERT PIPE)	LF	23	\$135.00	\$3,105.00
8	REMOVAL AND DISPOSAL 14" STEEL PIPE	LF	40	\$45.00	\$1,800.00
9	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00
TOTAL					\$22,659.00

TOTAL OF BASE BID \$ 188,545.00
(Total of Sites 1 and 2)

IN WORDS: One Hundred Eighty-Eight Thousand, Five Hundred Fourty-Five
Dollars

TOTAL OF ADDITIVE ALTERNATE #1 \$ 20,375.00
(Total for Site 4)

IN WORDS: Twenty Thousand, Three Hundred Seventy-Five Dollars

TOTAL OF ADDITIVE ALTERNATE #2 \$ 33,105.00
(Total for Site 5)

IN WORDS: Thirty-Three Thousand One Hundred Five Dollars

TOTAL OF ADDITIVE ALTERNATE #3 \$ 22,659.00
(Total for Site 6)

IN WORDS: Twenty-Two Thousand, Six Hundred Fifty-Nine Dollars

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond or as otherwise stated in the Instructions to Bidders;
 - B. List of Proposed Subcontractors;

- C. List of Proposed Equipment Manufacturers;
- D. Bidder's Qualifications Statement with Supporting Data;
- E. Contractor's License No.: 8118, or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
- G. Campaign Contribution Disclosure Form.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: G. Sandoval Construction, Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): G.B.

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Mark Otero

Title: V.P.
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in New Mexico is / / .

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3311 Candelaria NE, Ste J
Albuquerque, New Mexico 87107

Phone No. 505-221-6003 Fax No. 505-221-6009

E-mail mark@sandoval-1c.com

SUBMITTED on Oct. 30, 2015.

New Mexico Contractor License No. 8118.

New Mexico Department of Workforce Solutions Registration No. 00235932011118.

[Handwritten Signature]
Signature

Subscribed and sworn to before me this 30th day of October, 2015.

(SEAL)



[Handwritten Signature]
Notary Public Signature
My Commission expires: 8/12/15

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE" and sign the sheet.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
	N/A		

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER
Coanda Screen	Hydroscreen Co. LLC
Concrete / Base Course	B.T.U. Block & Concrete, INC
Gate, Steel & Bolts	ABC Electric
Corrugated Metal Pipe	Contech
RCP	Rinker Materials
Pipe Insulation	Baker Utility

Bidder's Name:

G. Sandoval Construction, Inc.

By (Signature):



Print or Type Name and Title:

Mark Otero, Vice President

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted Together, with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: LVC001D Water Control Facilities FEMA Rehabilitation

SUBMITTED BY: G. Sandoval Construction, INC.

(Print or Type Name of Bidder)

ADDRESS: 3311 Candelariz NE, Ste. J
Albuquerque, NM 87107

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 18
2. How many years has your organization been in business under its present name? 18
3. If a corporation, answer the following:
 - a. Date of Incorporation: September, 1997
 - b. State of Incorporation: New Mexico
 - c. President's Name: Gabriel Sandoval
 - d. Vice President's Name: Mark Otero
 - e. Secretary or Clerk's Name: Gabriel Sandoval
 - d. Treasurer's Name: _____
4. If individual or partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. _____

N/A

6. Do you plan to subcontract any part of this Project. No if so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____

N/A

7. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. yes

NMDOT, CN3100320 - SOCORRO County: Surety - The Cincinnati Insurance Co.; Project ran into 65 days of Liquidated Damages (LD). LD's were caused by non-performance of our drilling subcontractor and not the fault of G. Sandoval Construction, Inc.

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project. No

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed.

CN 2100551, Otero County; NMDOT - Dist 1; NMDOT; \$4,888,212.00;
70%; 01/2016; NMDOT 7688 Highway 54/70, Tularosa
NM 88352; Brian Torres; (575) 585-2090

CN 6100824, McKinley County; NMDOT - Dist 6; NMDOT;
\$420,173.90; 100%; 07/2015; NMDOT, 70 Hasler Valley
Road, Gallup NM 87305; (505) 722-9498; Jeremiah Herrera

CN ER14109, Socorro County; NMDOT - Dist 4; NMDOT;
\$1,654,885.00; 0%; 05/2016; NMDOT, P.O. Box 510,
Williamsburg, NM 87942; Chris Paez; (575) 894-9508

HARROUN BRIDGE; Eddy County; Pedigrew & Associates;
\$1,850,000.00; 50%; 12/2015; 100E Navajo Dr. Ste 100
Hobbs, NM 88240; Claudias Sanchez; (575) 393-9827

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed.

Courthouse Road, Stage II Improvements; Village of Los Lunas;
Molzen Corbin; \$ 850,168.27; 07/02/15; 70%; 2701 Miles to
SE, Albuq. NM 87106; Abel Carrillo; (505) 242-5700
TPO-TPE-7506(1), CN 7178 - 1st Street; City of Grants; Wilson
& Company; \$ 3,029,885.00; Dec. 2013; 85%; 4900 Lang
Ave, Albuq. NM 87107; Breck VERNON; (505) 348-4000
CN 3100320, Socorro County; NMDOT, Dist. 3; NMDOT;
\$ 2,445,536.25; Oct. 2014; 60%; 3393 Pan American
NE, Albuq, NM 87107; (505) 798-6678; Tim Chavez
SP-6-13(330), CN M600217, McKinley County; NMDOT
6; NMDOT; \$ 325,885.00; Dec. 2013; 80%; 1919
PINDON DR., Milan NM 87021; (505) 285-3200; Eddie G
IFB #12-PW-009, CN A300471 - Meadowlark Lane; City
of Rio Rancho; Molzen Corbin; \$ 278,119.20; Oct. 2013
90%; 3200 Civic Center Circle, Rio Rancho NM 87114
(505) 891-5000; Abel Carrillo

11. List name and construction experience of the principal individual of your organization.

Gabriel Sandoval, President: NMSU Graduate in
Civil Engineering (BS) 1994; NMDOT Engineer IN
1994-1996; Owner & Founder of G. Sandoval Cons.
1996 to present.

Mark Otero, Vice President: NMSU Graduate in
Civil Engineering (BS) 1994; NMDOT Engineer 19
1999; NM PE. license 2001; A.S. Horner General
Superintendent 2000-2010; G. Sandoval Vice Presid
2010 to present.

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. GA98, GB98, MM98, GF1, GF2, GF4, GF5, GF9

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: The Cincinnati Insurance Co.
420 6200 S. Gilmore Rd., Fairfield OH 45014
(575) 640-1616

b. A bank: Bank of the West
201 N. Church St., Las Cruces NM 88001
(575) 527-6255; Brenda Allred

c. A major material supplier: Coyote Concrete
2124 Coors Blvd SW, Albug NM 87121
(505) 877-3830; Anthony Villegas

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 30 day of October 2015

Bidder: G. SANDOVAL CONST., INC
(Print or Type Name of Bidder)

By: [Signature], MARK OTENO

Title: V.P.

(Seal, if Corporation)

Copy

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
Site 1 - Gallinas River Raw Water Diversion Structure.					
1	CONSTRUCTION STAKING, COMPLETE	LS	1	24000	24000
2	CONSTRUCTION MOBILIZATION AND SITE ACCESS, INCL CONSTRUCTION OF TEMPORARY ACCESS ROAD, COMPLETE	LS	1	32000	32000
3	PLACEMENT AND COMPACTION OF FILL AROUND EXPOSED CONCRETE PIPE	CY	30	110	3300
4	REMOVAL OF DEBRIS AND OBSTRUCTION (CLEARING OF IMMERSSED TREES AND DEBRIS 100' UPSTREAM AND DOWNSTREAM OF THE DAM)	LS	1	28000	28000
5	COANDA SCREEN REPLACEMENT (SCREENS DAMAGED BY LOG)	EACH	2	950	1900
6	GATE #1 24" OUTLET SLIDE GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1	3900	3900
7	GATE #1 24" OUTLET SLIDE GATE SCREEN AND GUIDE FRAME	EACH	1	3400	3400
8	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	1	8000	8000
9	RIPRAP CLASS A (PROTECTION OF PIPE COVER MATERIAL)	CY	30	200	6000
ALTERNATE GATE #2					
1	GATE #2 5' x 3' DIVERSION INLET GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1	11000	11000
2	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	2	200	4000
Site 2 - Gallinas River Raw Water Pipe Bridge Structure					
1	CONSTRUCTION MOBILIZATION AND SITE ACCESS, COMPLETE	LS	1	6000	6000
2	UNCLASSIFIED EXCAVATION AND BACKFILL (PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	CY	160	50	8000
3	SUBGRADE PREPARATION (PIPE GIRDER AND PIPE SUPPORT FOUNDATION)	SY	5	300	1500
4	DEMOLITION/REMOVAL (EXISTING RCPs, CONCRETE CAP, PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	LS	1	8000	8000
5	REMOVE AND RESET EXISTING BRIDGE WALKWAY, AS NEEDED FOR CONSTRUCTION	LS	1	10000	10000
6	STRUCTURAL CONCRETE CLASS 'A' (CONCRETE CAP AND GIRDER AND SUPPORT)	CY	8	16000	16000
7	REINFORCING BARS GRADE 60 (CONCRETE CAP, PIPE GIRDER, AND PIPE SUPPORT)	LB	500	5	2500

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
8	24" RCP STORM DRAIN PIPE	LF	16	100	1600
9	MISC. HARDWARE (NUTS, WASHERS, AND BOLT SETS TO BE REPLACED)	EACH	14	35 ⁷¹	500

Site 4 - Peterson Reservoir Access Road

1	BLADING AND RESHAPING (Roadside Ditches)	MILE	0.20	22500	4500
2	BASE COURSE	CY	65	60 ⁰⁰	3900
3	MOBILIZATION	LS	1	1000	1000

Site 5 - Valencia Street Pedestrian Bridge and Pipeline Crossing

1	PIPE INSULATION - INCLUDING VAPOR BARRIER, METAL JACKET, STRAPING, AND SEALS	SF	420	7.14	3000
2	UNSUITABLE MATERIAL EXCAVATION	CY	100	30 ⁰⁰	3000
3	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	231	2 ⁰⁰	462
4	HIGH STRENGTH BOLTS AND NUTS	LB	116	1 ⁰⁰	116
5	MOBILIZATION	LS	1	1000	1000

Site 6 - Wastewater Treatment Plant Access Road

1	UNCLASSIFIED EXCAVATION (DITCHES)	CY	14	100	1400
2	SUBRAGED PREPARATION	SY	234	15	3510
3	LINEAR GRADING (DITCHES)	LF	216	8 ⁰⁰	1728
4	UNSUITABLE MATERIAL EXCAVATION	CY	14	50 ⁰⁰	700
5	BASE COURSE	CY	2	100	200
6	36" CULVERT PIPE	LF	30	125 ⁰⁰	3750
7	48" CULVERT PIPE (REMOVE AND RELOCATE CULVERT PIPE)	LF	23	52 ¹⁷	1200
8	REMOVAL AND DISPOSAL 14" STEEL PIPE	LF	40	15 ⁰⁰	600
9	MOBILIZATION	LS	1	1000	1000

TOTAL OF BID \$216,153

(Total of Items 1 through 35)

IN WORDS: Two Hundred Sixteen Thousand
One Hundred Fifty Two

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we NEW IMAGE CONSTRUCTION, INC.
HCR 72 Box 46, Ribera, New Mexico 87560

as Principal, hereinafter called the Principal, and GRANITE RE, INC.
14001 Quailbrook Dr., Oklahoma City, Oklahoma 73134

a corporation duly organized under the laws of the State of Oklahoma
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF LAS VEGAS
1700 N. Grand Ave., Las Vegas, New Mexico 87701

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT (5%) OF THE AMOUNT BID----

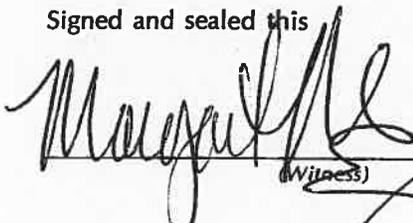
Dollars (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

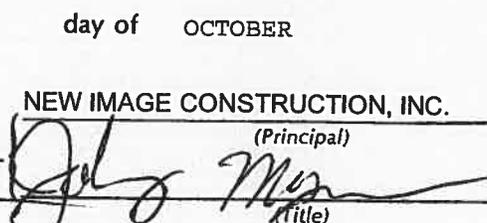
LVC001D WATER CONTROL FACILITIES FEMA REHABILITATION

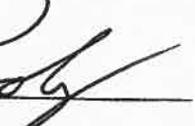
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

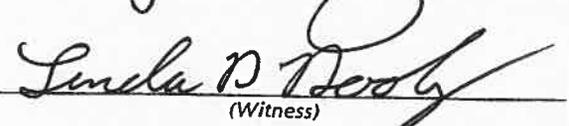
Signed and sealed this 30TH day of OCTOBER 2015

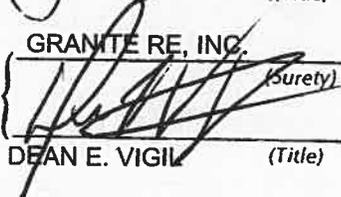

Margaret
(Witness)


NEW IMAGE CONSTRUCTION, INC.
(Principal) (Seal)


(Title)


GRANITE RE, INC.
(Surety) (Seal)


Linda D. Booby
(Witness)


DEAN E. VIGIL (Title) ATTORNEY-IN-FACT

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARTLEY HOYT KINNEY III; DEAN E. VIGIL; CARL S. CONLEE III; LINDA DOOLEY; STUART EDWARD KUYPER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARTLEY HOYT KINNEY III; DEAN E. VIGIL; CARL S. CONLEE III; LINDA DOOLEY; STUART EDWARD KUYPER may lawfully do in the premises by virtue of these presents.

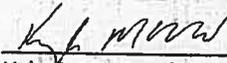
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of March, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

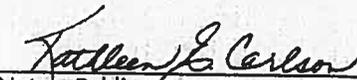


Kyle P. McDonald, Treasurer

On this 19th day of March, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

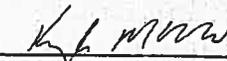
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 30th day of October, 2015.





Kyle P. McDonald, Secretary/Treasurer

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico)
) ss.

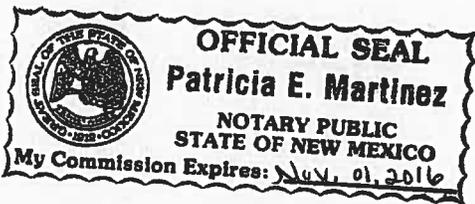
COUNTY OF San Miguel)

I Johnny Manzanares, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affidavit 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 term 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.

Johnny Manzanares
Signature

Subscribed and sworn to before me this 30th day of October, 2015.

(SEAL)



Patricia E. Martinez
Notary Public Signature

My Commission expires: November 01, 2016.

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE" and sign the sheet.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
	N/A		

BIDDER INFORMATION

BIDDER: New Image Construction Inc.
AUTHORIZED AGENT: Johnny Manzanares
ADDRESS: HCR 72 Box 5 Ribera NM 87560
TELEPHONE NUMBER (505) 421-2822 (505) 699-0166
FAX NUMBER (505) 421-1222
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: LO968241200
NEW MEXICO CONTRACTORS LICENSE NO.: 366062
BID ITEM (S): _____

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 San Miguel

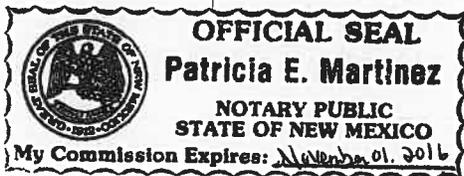
I Johnny Manzanares, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at 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 30th day of October, 2015.

(SEAL)

Johnny Manzanares
Signature

Patricia E. Martinez
Notary Public Signature
My Commission Expires: 11-01-2016.



REQUEST FOR BIDS

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

LVC001D Water Control Facilities FEMA Rehabilitation

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following locations:

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: the ENGINEER, Souder, Miller & Associates, 3451 Candelaria Rd. NE, Ste. D, Albuquerque, NM 87107, upon payment of \$100.00 by check only, for each set. Checks should be made payable to "City of Las Vegas". Any BIDDER, upon returning the CONTRACT DOCUMENTS in good and complete condition within 10 days of bid opening, will be refunded \$100.00.

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: _____, Opening No. 2016-18 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

ELMER J. MARTINEZ, ACTING CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-18

Date Issued: _____

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

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, _____, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for _____, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and three (3) copies of Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 80-0568873
SOCIAL SECURITY NUMBER: 525-21-6364

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): 03186160001

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.

John Mungaraw

Signature

10-30-15

Date

owner

Title (Position)

BID FORM

LVC001D Water Control Facilities FEMA Rehabilitation

(Project Number – XXXXXXXXXX)

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Las Vegas
City Council Chambers
1700 N. Grand Avenue
Las Vegas New Mexico, 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>Oct. 22, 2015</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
Site 1 – Gallinas River Raw Water Diversion Structure.					
1	CONSTRUCTION STAKING, COMPLETE	LS	1		
2	CONSTRUCTION MOBILIZATION AND SITE ACCESS, INCL CONSTRUCTION OF TEMPORARY ACCESS ROAD, COMPLETE	LS	1		
3	PLACEMENT AND COMPACTION OF FILL AROUND EXPOSED CONCRETE PIPE	CY	30		
4	REMOVAL OF DEBRIS AND OBSTRUCTION (CLEARING OF IMMERSSED TREES AND DEBRIS 100' UPSTREAM AND DOWNSTREAM OF THE DAM)	LS	1		
5	COANDA SCREEN REPLACEMENT (SCREENS DAMAGED BY LOG)	EACH	2		
6	GATE #1 24" OUTLET SLIDE GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1		
7	GATE #1 24" OUTLET SLIDE GATE SCREEN AND GUIDE FRAME	EACH	1		
8	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	1		
9	RIPRAP CLASS A (PROTECTION OF PIPE COVER MATERIAL)	CY	30		
ALTERNATE GATE #2					
1	GATE #2 5' x 3' DIVERSION INLET GATE AND SCREEN (REMOVE AND REPLACE)	EACH	1		
2	GATE #2 5' x 3' DIVERSION INLET SCREEN	EACH	2		
Site 2 – Gallinas River Raw Water Pipe Bridge Structure					
1	CONSTRUCTION MOBILIZATION AND SITE ACCESS, COMPLETE	LS	1		
2	UNCLASSIFIED EXCAVATION AND BACKFILL (PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	CY	160		
3	SUBGRADE PREPARATION (PIPE GIRDER AND PIPE SUPPORT FOUNDATION)	SY	5		
4	DEMOLITION/REMOVAL (EXISTING RCPs, CONCRETE CAP, PIPE GIRDER AND PIPE SUPPORT FOUNDATIONS)	LS	1		
5	REMOVE AND RESET EXISTING BRIDGE WALKWAY, AS NEEDED FOR CONSTRUCTION	LS	1		
6	STRUCTURAL CONCRETE CLASS 'A' (CONCRETE CAP AND GIRDER AND SUPPORT)	CY	8		
7	REINFORCING BARS GRADE 60 (CONCRETE CAP, PIPE GIRDER, AND PIPE SUPPORT)	LB	500		

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
8	24" RCP STORM DRAIN PIPE	LF	16		
9	MISC. HARDWARE (NUTS, WASHERS, AND BOLT SETS TO BE REPLACED)	EACH	14		

Site 4 – Peterson Reservoir Access Road

1	BLADING AND RESHAPING (Roadside Ditches)	MILE	0.20		
2	BASE COURSE	CY	65		
3	MOBILIZATION	LS	1		

Site 5 – Valencia Street Pedestrian Bridge and Pipeline Crossing

1	PIPE INSULATION - INCLUDING VAPOR BARRIER, METAL JACKET, STRAPING, AND SEALS	SF	420		
2	UNSUITABLE MATERIAL EXCAVATION	CY	100		
3	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	231		
4	HIGH STRENGTH BOLTS AND NUTS	LB	116		
5	MOBILIZATION	LS	1		

Site 6 – Wastewater Treatment Plant Access Road

1	UNCLASSIFIED EXCAVATION (DITCHES)	CY	14		
2	SUBRAGED PREPARATION	SY	234		
3	LINEAR GRADING (DITCHES)	LF	216		
4	UNSUITABLE MATERIAL EXCAVATION	CY	14		
5	BASE COURSE	CY	2		
6	36" CULVERT PIPE	LF	30		
7	48" CULVERT PIPE (REMOVE AND RELOCATE CULVERT PIPE)	LF	23		
8	REMOVAL AND DISPOSAL 14" STEEL PIPE	LF	40		
9	MOBILIZATION	LS	1		

TOTAL OF BID \$ _____

(Total of Items 1 through 35)

IN WORDS: _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond or as otherwise stated in the Instructions to Bidders;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Equipment Manufacturers;
 - D. Bidder's Qualifications Statement with Supporting Data;
 - E. Contractor's License No.: 366062, or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
 - G. Campaign Contribution Disclosure Form.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: New Image Construction Inc (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): Construction

By: Johnny Manzanares
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Johnny Manzanares

Title: Owner

(CORPORATE SEAL)

Attest Margaret Mag

Date of Qualification to do business in New Mexico is 5/15/87

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

New Mexico Contractor License No. _____.

New Mexico Department of Workforce Solutions Registration No. _____.

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

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER

Bidder's Name:

New Image Construction

By (Signature):

Johnny Manzanares

Print or Type Name and Title:

Owner / Johnny Manzanares

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: LVC001D Water Control Facilities FEMA Rehabilitation

SUBMITTED BY: Johnny Manzanates New Image Const. Inc
(Print or Type Name of Bidder)

ADDRESS: HAR 72 Box 5
Ribera NM 87560

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 9
2. How many years has your organization been in business under its present name? 27
3. If a corporation, answer the following:
 - a. Date of Incorporation: March 11, 2010
 - b. State of Incorporation: New Mexico
 - c. President's Name: Johnny Manzanates
 - d. Vice President's Name: Johnny Manzanates
 - e. Secretary or Clerk's Name: Johnny Manzanates
 - d. Treasurer's Name: Johnny Manzanates
4. If individual or partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. _____

N/A

6. Do you plan to subcontract any part of this Project. NO if so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____

7. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. NO

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project. NO

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed.

City of Las Vegas, Las Vegas Landfill
Connective Measures and Closure Project
Project Manager - Eric L. Tapia
905 12th St Las Vegas NM 87101
429-7100
Architect - George Mihalik 507-1306
Souder Miller & Associates

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed.

City of Las Vegas, Las Vegas
Landfill Corrective Measures and
Closure Project. 965,000.⁰⁰
Nov, 2015

11. List name and construction experience of the principal individual of your organization.

Johnny Manzanares owner
25 years. I have done many
Jobs in general construction as
well as water line projects. Etc

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. New Mexico

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Granite RE INC
Contact - Dean Vigil

b. A bank: Bank of America
1234 St. Michaels Dr.
Santa Fe Nm 87505

c. A major material supplier: Baker Utility Supply
4322 2nd St. NW
Albuquerque Nm

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 30 day of Oct 2015

Bidder: New Image Const. INC.
(Print or Type Name of Bidder)

By: _____

Title: Owner

(Seal, if Corporation)

Notice of Award

Dated _____

Project: **LVC001D Water Control Facilities FEMA Rehabilitation**

Owner: **City of Las Vegas**

Owner's Contract No.:

Contract: **LVC001D Water Control Facilities FEMA Rehabilitation**

Engineer's Project No.: **6422500**

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$_____).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas

Owner

By:

Authorized Signature

Title

Copy to Engineer

EJCDC No. C-510 Notice of Award

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1