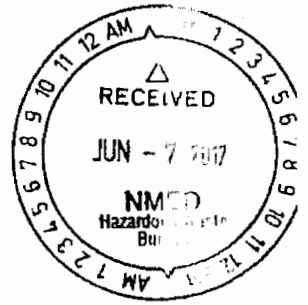


55
**SANTA FE ENTERED
NEW MEXICAN**

Founded 1849



NMED HAZARDOUS AND RADIOACTIVI
2905 RODEO PARK DR E BLDG 1
SANTA FE, NM 87505

ACCOUNT: 2010
AD NUMBER: 0000199403
LEGAL NO 82734 P.O. #: 66700-000002734
1 TIME(S) 108.36
AFFIDAVIT 10.00
TAX 9.84
TOTAL 128.20

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, W. Barnard, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 82734 a copy of which is hereto attached was published in said newspaper 1 day(s) between 06/05/2017 and 06/05/2017 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 5th day of June, 2017 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

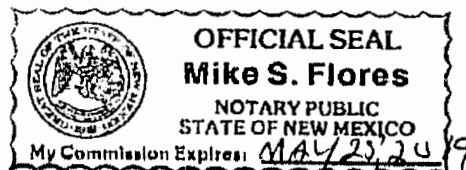
/s/


LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 5th day of June, 2017

Notary

Commission Expires: MAY 25 2019



SANTA FE ✦ NEW MEXICAN

LEGAL #82734

**PUBLIC NOTICE
17-07**

**NEW MEXICO
ENVIRONMENT
DEPARTMENT
HAZARDOUS WASTE
BUREAU
2905 Rodeo Park
Drive East, Bldg 1
SANTA FE, NEW
MEXICO 87505**

June 1, 2017

**Emergency Permit
17-003**

On April 19, 2017, Los Alamos National Laboratory (LANL) informed the New Mexico Environment Department (NMED) that it had an emergency involving unstable hazardous waste and requested that NMED issue it an emergency permit to treat the unstable waste. LANL's Emergency Response team had determined that the unstable waste posed an imminent and significant health and safety risk and was unsafe to transport.

LANL is located in Los Alamos County, an incorporated county in north-central New Mexico, and approximately 60 miles north northeast of Albuquerque and 25 miles northwest of Santa Fe. LANL occupies approximately 40 square miles on the Pajarito Plateau. The U.S. Department of Energy (DOE) / National Nuclear Security Administration (DOE/NNSA) owns the facility, and the DOE/NNSA and Los Alamos National Security, LLC (LANS) operate the facility.

Based on all information provided and after considering the inherent dangers associated with handling the unstable materials, NMED approved an emergency permit (17-003) on April 19, 2017 for LANL to treat the waste pursuant to 20.4.1.900 NMAC, incorporating 40 CFR 270.61.

The unstable waste consisted of less than 500 grams of lanthanum nickel powder, which had caught fire at the facility and was now unstable.

Ad Proof / Order Confirmation / Invoice

Account Number

2010

Ad Order Number

0000199403

NMED HAZARDOUS AND RADIOACTIVE M

LANL's Emergency Response team safely treated the waste by stabilization using calcium carbonate, implementing all necessary safety precautions.

For additional information, please contact:

Janine Kraemer
New Mexico Environment Department
Hazardous Waste Bureau
2905 Rodeo Park Drive
East, Building 1
Santa Fe, NM 87505-6303
505-476-4372

Published in the Santa Fe New Mexican on June 5, 2017.

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

NMED HAZARDOUS AND RADIOACTIVE M
2905 RODEO PARK DR E BLDG 1,
SANTA FE NM 87505

505-476-6019
HOLTON, BRIAN, NMENV <brian.holt

Account Number 2010

Order Number 0000199403

Ordered By James Valdez

Ad Cost \$118.36 Sales Rep omartinez

Tax Amount \$9.84 Order Taken by: omartinez

Total Amount \$128.20 Payment \$0.00

Amount Due \$128.20

PO Number 66700-0000027341

Ad Number 0000199403-01

Product Santa Fe New Mexican-SFNM Daily

Placement Legals - Legal Notices

Classification Legal Notices-Legals Classified

Ad Type Legal

Ad Size : 1.0 X 172 Li

Color <NONE>

Run Dates

6/5/2017

SANTA FE NEW MEXICAN

Fed ID#

ADVERTISING INVOICE

10	11	NEWSPAPER REFERENCE	12 14	DESCRIPTION	13	PRODUCT	15	16	BILLED UNITS	17	TIMES RUN	18	RATE	19	AMOUNT
START	STOP						SAU SIZE								
08/05	08/05	10000199403-0605		66700-0000027341/LEGAL #82734 PUBLKSFNM DAILY			1 00 x 172 LI		172		1		0.63		\$108 36
				Tax											\$9.01
				Affidavit Material											\$10 00
				Tax											\$0 83

OK to pay
Brian Holton
6/26/2017

23	TOTAL AMOUNT DUE
	\$128.20

SALES REPPHONE #	24	ADVERTISER INFORMATION						
	1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
Deb SFNM-Meyers 505-995-3861				2010		2010		NMED HAZARDOUS AND RADIOACTIVE M

MAKE CHECKS PAYABLE TO

Santa Fe New Mexican
PO Box 2048
Santa Fe, NM 87504

Payment is due upon receipt.
Accounts over 60 days will be assessed a
finance charge of 1 1/2% per month (18% APR)

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Santa Fe New Mexican
PO Box 2048
Santa Fe, NM 87504

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
			NMED HAZARDOUS AND RADIOACTIVE M
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$128.20		Due Upon Receipt

ADVERTISING INVOICE

4	PAGE #	5	BILLING DATE	6	BILLING ACCOUNT NAME AND ADDRESS	7	REMITTANCE ADDRESS	
	1		06/05/2017		NMED HAZARDOUS AND RADIOACTIVE M 2905 RODEO PARK DR E BLDG 1 SANTA FE, NM 87505		Santa Fe New Mexican PO Box 2048 Santa Fe, NM 87504	
				6		BILLED ACCOUNT NUMBER		
						2010		
				7	ADVERTISER/CLIENT NUMBER			
					2010			

120300011 0000002010 0000000000 00000019940300605 000012820 2



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

NM Environment Department

NMED-1190 St. Francis Drive Rm. S4051
Santa Fe NM 87502
United States

Vendor: 0000045883
SANTA FE NEW MEXICAN, THE
202 E MARCY STREET
SANTA FE NM 87501

Purchase Order 66700-0000027341	Date 07/01/2016	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer Rosan C Duran		Phone	

Ship To: 2905 Rodeo Park Drive East
Bldg. 1
Santa Fe NM 87505
United States

Bill To: 2905 Rodeo Park Drive East
Bldg. 1
Santa Fe NM 87505
United States

Origin: EXE **ExclExcl #:** 13-1-98V

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Encumber funds for public notices for the HWB as needed for FY17. HWB3391		1.00	EA	500.00	500.00	07/01/2016
	66700-06400-3500000000-546900-HWB3391- - - -117-A0000						
	Schedule Total					<u>500.00</u>	
	Item Total					<u>500.00</u>	
2- 1	Encumber funds for public notices for the HWB as needed for FY17. HWB3394		1.00	EA	1,000.00	1,000.00	07/01/2016
	66700-06400-3500000000-546900-HWB3394- - - -117-A0000						
	Schedule Total					<u>1,000.00</u>	
	Item Total					<u>1,000.00</u>	
	Total PO Amount					<u>1,500.00</u>	

Rosan Duran
827-2452

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE 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 bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. PAY EQUITY RECORDING: The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>