



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
October 18, 2023–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Buen Vecino Awards to Walter Adams and Adam Romero with New Mexico Department of Transportation
- VIII. COUNCILORS' REPORTS**
- IX. POLICE CHIEF'S REPORT**

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

X. FINANCE REPORT

XI. PRESENTATIONS (not to exceed 10-15 minutes)

- Presentation by Brooks Pots regarding the restoration of the 1129 steam train engine.
- Presentation by Regent, Cody Rivera and President Sam Minner with New Mexico Highlands University promoting this year's NMHU Matanza.

XII. BUSINESS ITEMS

1. Request approval of Resolution 23-32, budget adjustment for the 2023-24 fiscal year.

Dominic Chavez, Interim Finance Director The budget adjustment includes a rev/exp increase to Fund 101-4900 Animal Shelter in the amount of \$50,000, an expense increase to fund 213 State Library grant in the amount of \$8,019, a rev/exp increase to Fund 217 State Legislative Appropriations-Youth Club Programs in the amount of \$100,000, a rev/exp increase to Fund 217 State Legislative Appropriations-PD Health Sciences Center in the amount of \$300,000, a rev/exp increase to Fund 217 State Legislative Appropriations-San Miguel Senior Center Vehicle in the amount of \$21,524, and a revenue increase to Fund 282 Senior Center in the amount of \$20,238.00.

2. Request approval of a Disaster Recovery Policy for I.T.

Dominic Chavez, Interim Finance Director The City of Las Vegas is required to have a Disaster Recovery Policy as per the Auditor's recommendation.

3. Request approval of Fiscal Year 2024 Memorandum of Agreement (MOA) between the New Mexico Department of Transportation (NMDOT) and the City of Las Vegas.

Lucas Marquez, Community Development Director This MOA is the agreement between NMDOT and the CLV Transportation Department aka Meadow City Express for FY24 which covers guidelines of funding and operations as required under NMDOT regulations.

4. Request approval to award RFP 2024-01 for On-Call Sediment Removal Services to North Eastern Construction and GM Emulsion LLC and enter into contract.

Maria Gilvarry, Utilities Director RFP 2024-01 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. There were 5 proposers; North Eastern Construction, GM Emulsion LLC, Hays Plumbing & Heating Inc., Magnum Welding and Boy Blue Construction.

5. Discussion and Direction of funding for the Samaritan House.

George Lyon, Samaritan House Executive Director The Samaritan House provides shelter, food and clothing to the homeless during the winter months between October and April.

XIII. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H)(2), Limited personnel matters, Discussion and Appointment of a Finance Director.

XIV. EXECUTIVE SESSION ACTION ITEM

1. Approval to appoint Timothy Montgomery as the Finance Director

XV. ADJOURN

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

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

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



CITY OF LAS VEGAS

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POLICE DEPARTMENT Chief Antonio Salazar

MONTHLY REPORT September 2023

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) dates from September 01 thru 30, 2023.

- a. 172 Traffic Citations
- b. 20 Non Traffic citations
- c. 23 Parking citations issued
- d. 48 Arrests made
- e. 3 Burglary calls 1 offense incident reports made
- f. 1,351 calls for service

II. Code Compliance stats from September 01 thru 30, 2023.

- a. 105 Calls for service
- b. 28 Citations Issued
- c. 22 Violations notices posted
- d. 4 Red tags posted
- e. 5 Abandoned Vehicle stickers posted
- f. 2 Abandoned Vehicles towed
- g. 1 Cease and desist orders issued

III. Animal Care Center stats from September 01 thru 30, 2023.

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
Beginning Shelter count 9/1/23	<u>90</u>	<u>45</u>	<u>135</u>
1. Intake from Public (Live Dogs & Cats only)	31	19	50
1. Adoptions	8	6	14
1. Outgoing Transfers to Organizations within Community /Coalition	8	0	8
1. Outgoing Transfers to Organizations outside Community /Coalition	13	30	16
1. Return to owner/Guardian	6	0	6



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	Dogs	Cats	Total
1. Unhealthy/untreatable(includes owner/Guardian requested Euthanasia)	0	1	1
1. Died or lost in shelter care	0	1	1

September Events at Animal Care Center

- Community Gathering on September 9, 2023 at the WLV Middle School Gym
- Woofstock Adoption event in Edgewood, NM (one adoption done)
- **Pet Animal Care and Facilities Act (PACFA)** application sent.

Upcoming Events October 2023

- ❖ Howl-o-ween Pet Festival at Carnegie park on October 14, 2023 12pm-5 pm
- ❖ Adoption event at Tractor Supply Co. On October 21, 2023
- ❖ City’s Trunk or Treat on October 28, 2023
- ❖ Adoptable dog every other Sunday at the Plaza Hotel Lobby.

IV. Information Division (Records) numbers only reflect items processed from September 01 thru 30, 2023.

- a. 114 Offense Incident Reports closed
- b. 19 Traffic accident reports closed
- c. 224 Citations were entered
- d. 170 Customers attended
- e. 1065 Documents Scanned
- f. 16 City of Las Vegas IPRA’s Completed

Information Division (Records) continuing to work on:

- Indexing 2013-2017 reports for destruction order 2023

V. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of September 01 thru 30, 2023.

Street Crimes Unit Cases:

- a. 5 Assigned Cases (investigated for follow-up)
- b. 2 Self Initiated
- c. 2 Arrest made
- d. 7 Search warrants
- e. 2 Cases Closed
- f. 1 Missing person recovered supplemental report.
- g. 1 Homicide



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POLICE DEPARTMENT Chief Antonio Salazar

Evidence Seized by Investigators

- a. 1 gram of Methamphetamine
- b. 41 Fentanyl pills
- c. 4 Strips of Suboxone

Meetings attended by Street Crimes Unit:

- District Court
- Magistrate Court
- Safe House Interviews
- MDT Meetings
- LEADS meeting

Evidence Seized by Agents/Investigations/Police Officers throughout the month of September 01 thru 30, 2023.

Evidence:

- a. 30 Evidence cases in
 - b. 97 Evidence items turned in
 - c. 1 item of property released
 - d. 22 cases at NMDPS lab
 - e. 3 cases at NMRCFL
 - f. 4 Firearms seized (patrol)
 - g. 1 Strip of Suboxone (patrol)
 - h. 7 IPRA request CD-R/DVD-R
 - i. 63 Pills Fentanyl
- ❖ Detectives answered 54 calls for service during the month of September. Detectives are actively investigating a Homicide (500 Chavez)



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POLICE DEPARTMENT Chief Antonio Salazar

VI. Travel/Trainings for the month of September 01 thru 30, 2023.

Travel/Training attended:

- One police Investigator attended a Narcotic Investigator Course in Albuquerque, NM on September 11-12, 2023
- One police Investigator attended Outlaw Motorcycle Gang Training in Albuquerque, NM on September 20, 2023.
- Fifteen (15) Information Only travels for the month of September 2023

VII. Community Events for the month of September 01 thru 30, 2023

- RHS Homecoming Parade & Game
- Assisted Other Agency with the Billy the Kid Biker Rally in Santa Rosa, NM
- WLVHS Homecoming Parade & Game
- Casting Car Show
- OLOS Fiestas
- Music in the Park
- Thank you Steak Dinner hosted by Victory Life Church
- NMHU Homecoming Parade

VIII. Recruiting/Events & Vacancies for the month of September 01 thru 30, 2023

- a. New Hire on Sept. 11, 2023 non-certified Police Officer
- b. Recruit in-service training for new hire September 18, 2023 to October 13, 2023



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POLICE DEPARTMENT Chief Antonio Salazar

Vacancies as of September 30, 2023:

- a. 2 Police Lieutenant (Field Ops)
- b. 1 Police Sergeant (Field Ops)
- c. 1 Police Sergeant (Investigations)
- d. 1 Investigator
- e. 1 Narcotics Agent Sergeant(supervisor)
- f. 1 Narcotics Agent
- g. 10 Police Officers
- h. 3 Communication Specialist (Dispatcher) full time
- i. 2 Communication Specialist (Dispatcher) Part- time
- j. 1 Communications Manager
- k. 1 Administrative Aide
- l. 2 Animal Control Officer
- m. 1 Information Specialist (Records clerk)
- n. 1 Community Service Aide
- o. 1 Part-time Animal Care Tech (Animal Care Center)

Total: 29 vacancies

GENERAL FUND REVENUE COMPARISON
THRU SEPTEMBER 30, 2023-.25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024

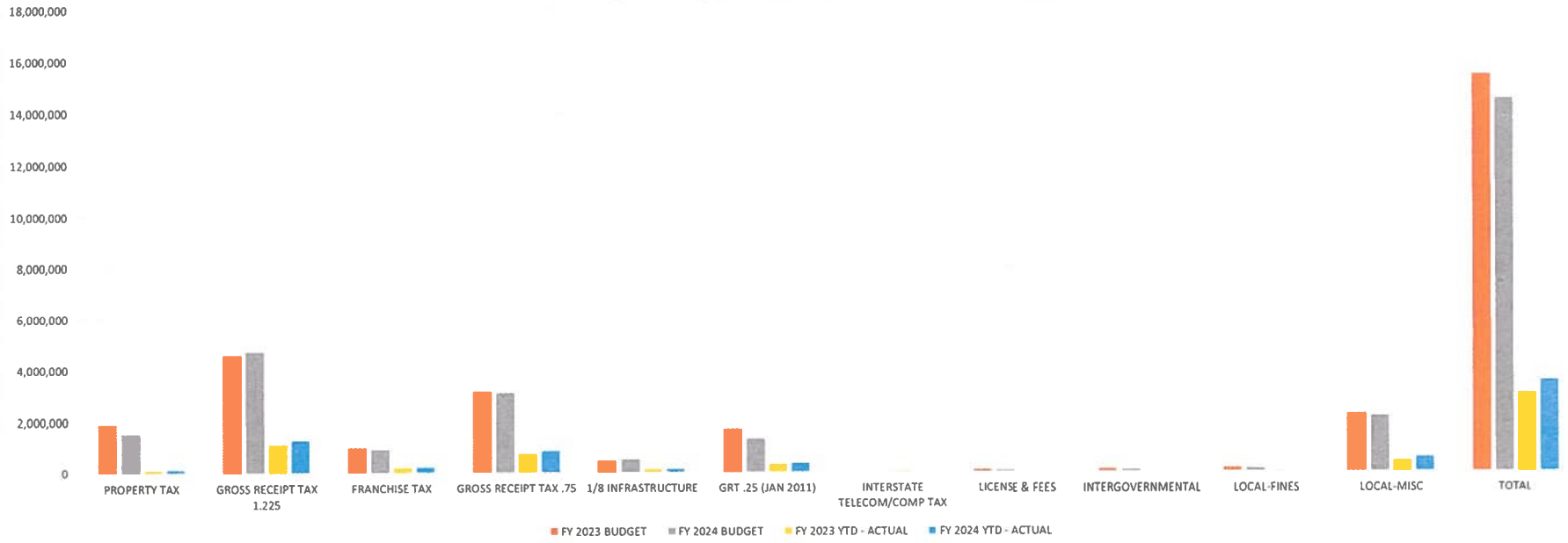
	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2021 % REV
	A	B	C	D	E	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
PROPERTY TAX	1,902,979	1,530,000	255,000	95,871	115,616	8%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	786,667	1,098,682	1,270,426	27%
FRANCHISE TAX	972,317	900,000	150,000	195,328	201,100	22%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	516,667	720,447	833,067	27%
1/8 INFRASTRUCTURE	482,269	500,000	83,333	114,524	131,242	26%
GRT .25 (JAN 2011)	1,698,315	1,300,000	216,667	308,096	343,671	26%
INTERSTATE TELECOM/COMP TAX	0	0	0	39,754	24,434	#DIV/0!
LICENSE & FEES	81,674	64,000	10,667	6,725	16,935	26%
INTERGOVERNMENTAL	92,694	85,000	14,167	21,129	22,517	26%
LOCAL-FINES	137,559	121,000	20,167	28,892	23,874	20%
LOCAL-MISC	2,261,547	2,165,663	360,944	437,887	572,557	26%
TOTAL	15,406,758	14,485,663	2,414,277	3,067,335	3,555,439	25%

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

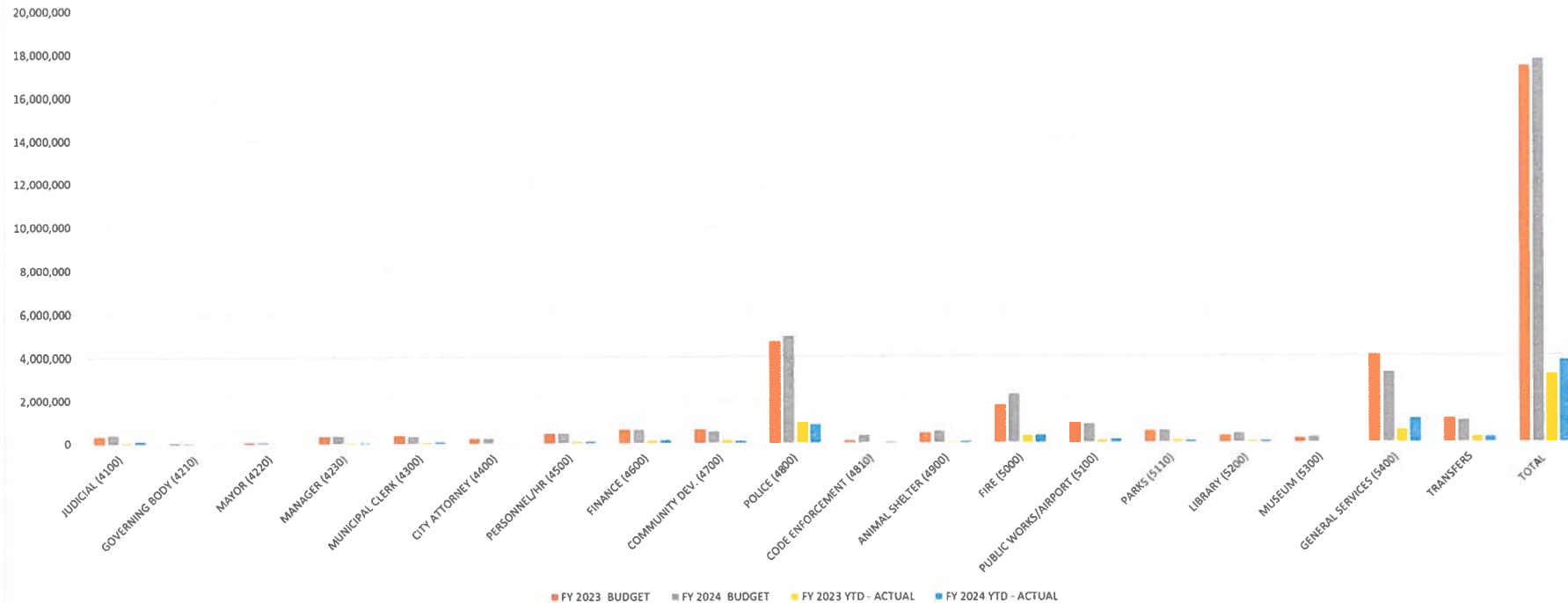
	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
JUDICIAL (4100)	353,638	428,159	71,360	65,812	117,057	311,102	27%
GOVERNING BODY (4210)	65,264	66,870	11,145	16,320	17,625	49,245	26%
MAYOR (4220)	87,975	83,882	13,980	3,664	2,999	80,883	4%
MANAGER (4230)	357,321	371,780	61,963	67,481	57,192	314,588	15%
MUNICIPAL CLERK (4300)	389,766	329,540	54,923	68,686	85,289	244,251	26%
CITY ATTORNEY (4400)	238,356	238,748	39,791	37,452	11,274	227,474	5%
PERSONNEL/HR (4500)	452,666	468,198	78,033	78,778	96,227	371,971	21%
FINANCE (4600)	636,982	643,295	107,216	115,488	157,433	485,862	24%
COMMUNITY DEV. (4700)	645,050	555,983	92,664	149,313	121,451	434,532	22%
POLICE (4800)	4,692,127	4,938,861	823,144	955,594	877,786	4,061,075	18%
CODE ENFORCEMENT (4810)	126,509	360,177	60,030	3,109	52,055	308,122	14%
ANIMAL SHELTER (4900)	474,167	536,559	89,427	50,077	83,842	452,717	16%
FIRE (5000)	1,727,799	2,247,916	374,653	341,944	358,036	1,889,880	16%
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	145,238	117,844	164,134	707,296	19%
PARKS (5110)	546,837	574,355	95,726	126,686	106,318	468,037	19%
LIBRARY (5200)	328,032	432,142	72,024	69,988	80,932	351,210	19%
MUSEUM (5300)	203,387	250,653	41,776	17,121	37,151	213,502	15%
GENERAL SERVICES (5400)	4,029,967	3,248,800	541,467	586,976	1,125,510	2,123,290	35%
TRANSFERS	1,099,309	1,024,309	170,718	274,750	256,007	768,302	25%
TOTAL	17,347,983	17,671,657	2,945,276	3,147,081	3,808,320	13,863,337	22%

Surplus to date (252,881)

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% BUDGET
WASTE WATER (610)	3,921,800	3,321,800	553,633	1,052,153	778,721	23%
NATURAL GAS (620)	8,037,000	8,037,000	1,339,500	605,828	748,088	9%
SOLID WASTE (630)	3,705,400	3,440,900	573,483	868,359	903,381	26%
WATER (640)	5,884,220	5,174,220	862,370	1,366,303	1,288,201	25%
Total of Enterprise Funds	21,548,420	19,973,920	3,328,987	3,892,643	3,718,391	19%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024**

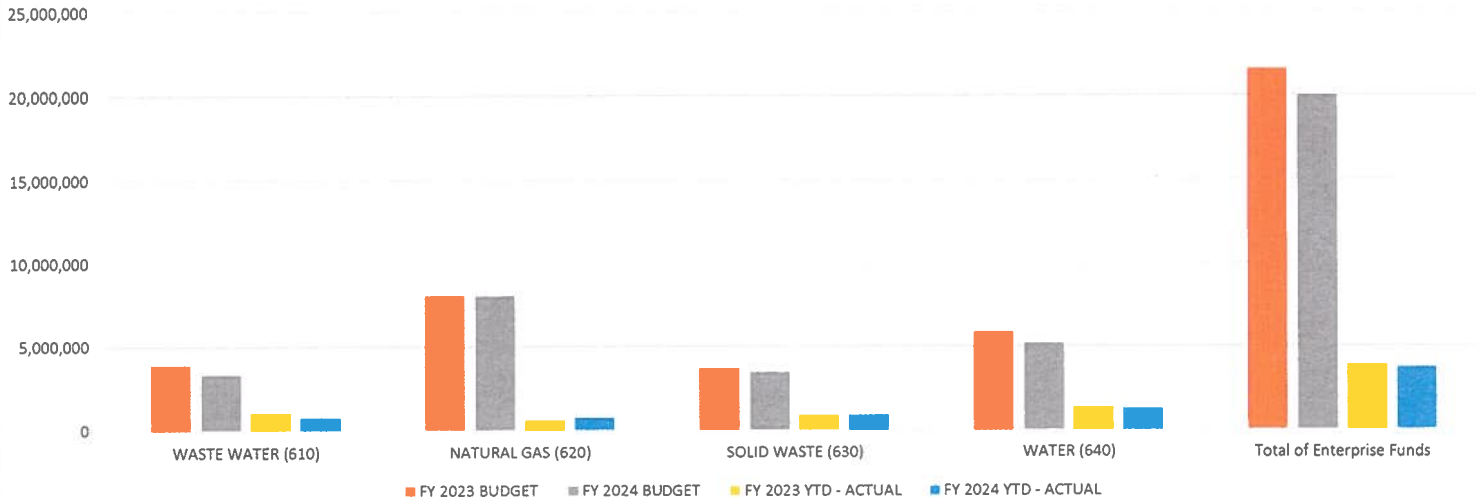
**Total Budget
to Actual
Comparison**

	A	B	C	D	E	F	H (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	VAR. BUDGET
WASTE WATER(610)	4,205,635	3,674,338	612,390	642,273	830,609	2,843,729	(51,889) 23%
NATURAL GAS (620)	8,815,688	8,788,237	1,464,706	718,992	968,944	7,819,293	(220,856) 11%
SOLID WASTE (630)	4,468,402	4,383,168	730,528	754,233	947,907	3,435,261	(44,526) 22%
WATER (640)	6,442,186	5,669,847	944,975	1,329,470	410,868	5,258,979	877,333 7%
Total of Enterprise Funds	23,931,911	22,515,590	3,752,598	3,444,968	3,158,328	19,357,262	560,063 14%

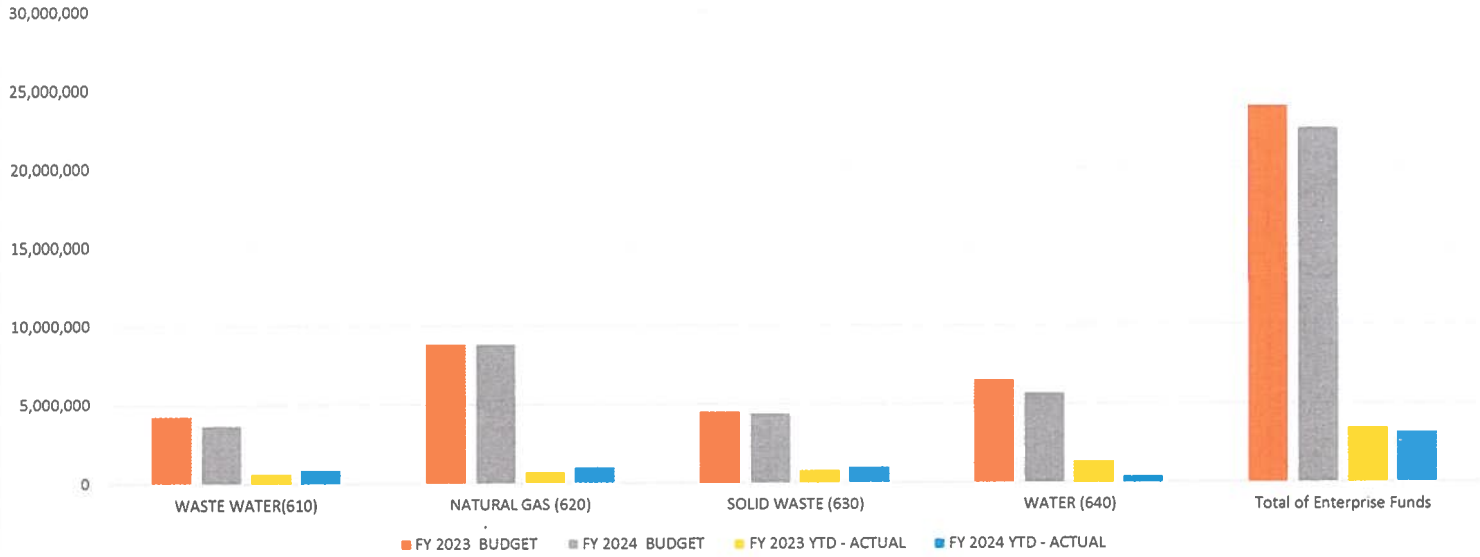
Surplus to Date

560,063

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024**

	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
WELLNESS CENTER	120,000	120,572	20,095	15,068	29,273	24%
OPEN SWIM	15,000	15,000	2,500	0	1,887	13%
YABL/ADULT BASKETBALL	25,000	15,000	2,500	0	0	0%
SUMMER FUN PROGRAM	120,000	100,000	16,667	0	1,678	2%
RECREATION-OTHER	67,500	118,500	19,750	0	1,825	2%
GEN FUND TRANSFER	420,686	420,686	70,114	105,129	105,129	25%
TOTAL	768,186	789,758	131,626	120,198	139,792	18%

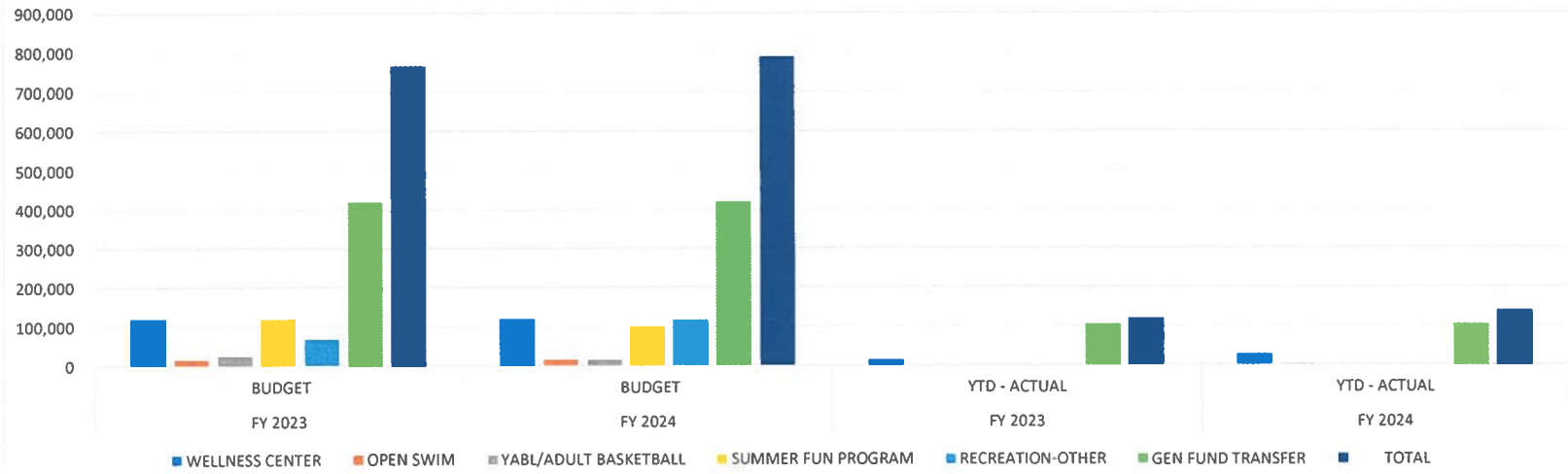
34,662

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024**

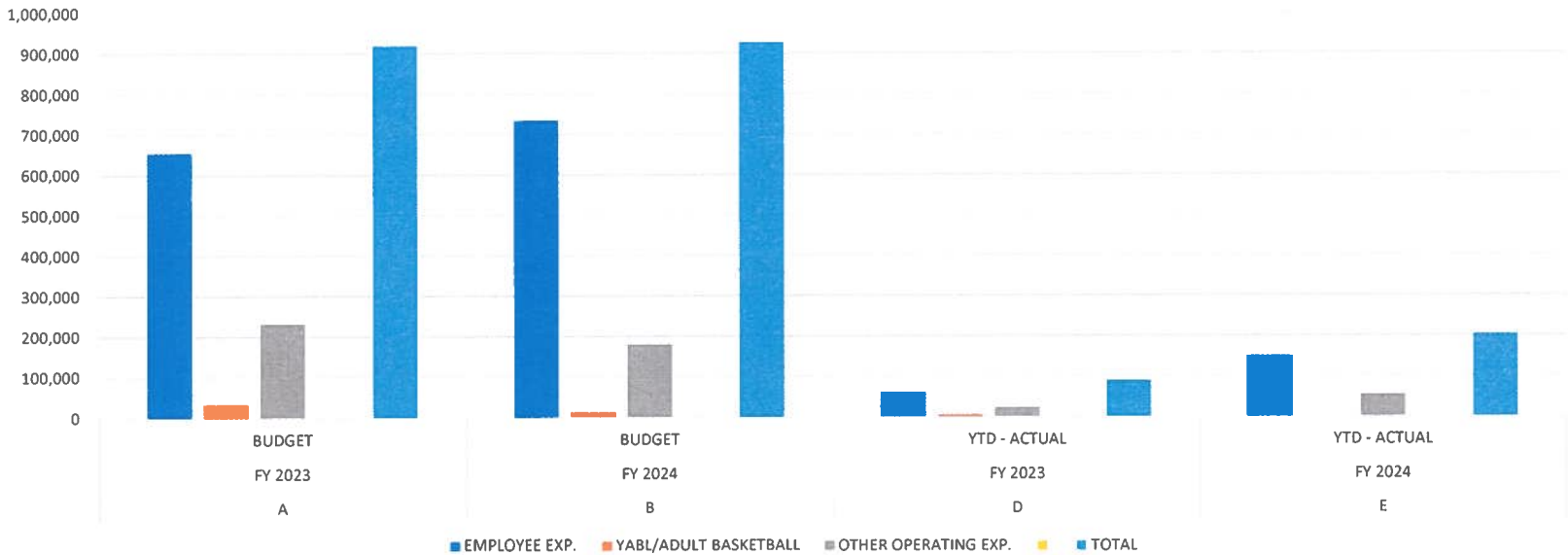
	A	B	C	D	E	F	H (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	654,420	734,694	122,449	60,710	148,623	586,071	20%
YABL/ADULT BASKETBALL	32,500	13,000	2,167	5,543	0	13,000	0%
OTHER OPERATING EXP.	231,500	179,850	29,975	23,618	54,601	125,249	30%
				0			
TOTAL	918,420	927,544	154,591	89,871	203,224	724,320	22%

Deficit to date (63,432)

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024**

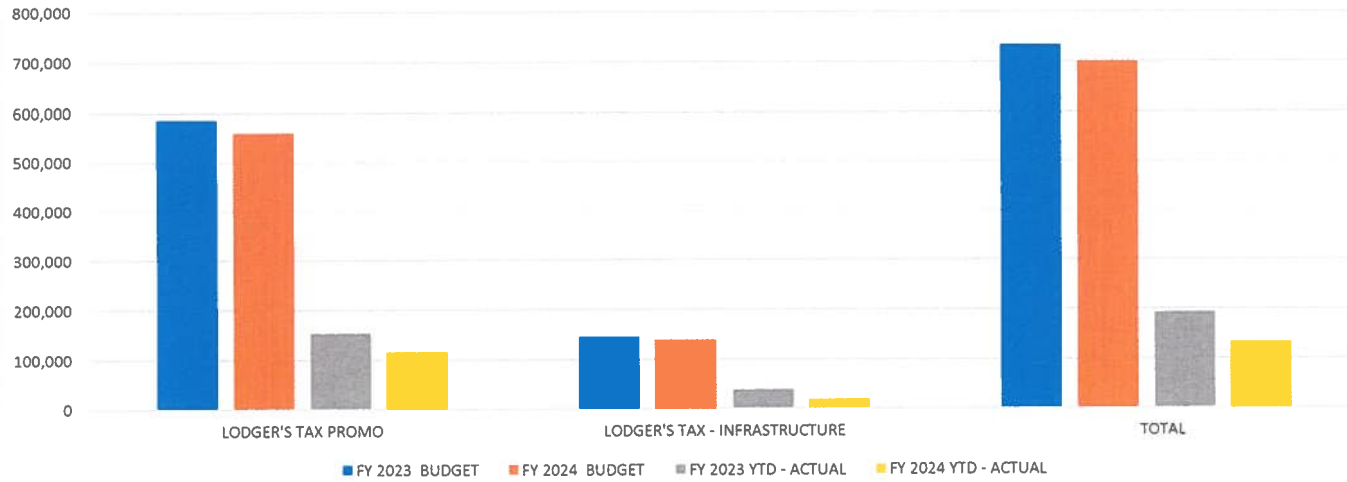
	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
LODGER'S TAX PROMO	586,400	560,000	93,333	154,158	115,795	21%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	23,333	38,539	18,372	13%
TOTAL	733,000	700,000	116,667	192,697	134,167	19%

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024**

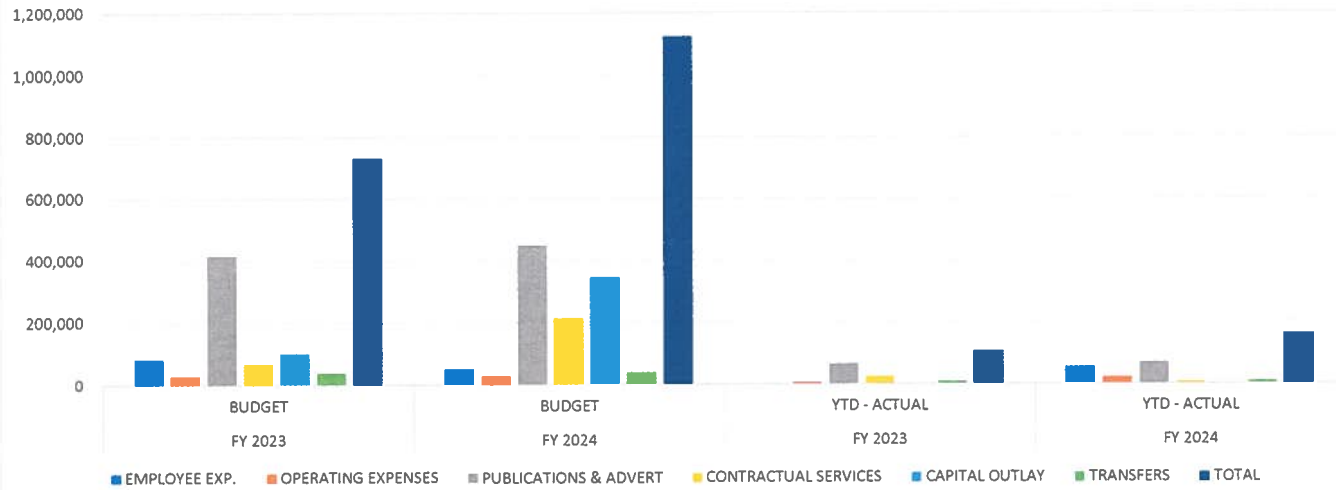
	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	80,700	50,000	8,333	0	52,764	(2,764)	0%
OPERATING EXPENSES	29,000	27,600	4,600	6,265	21,856	5,744	79%
PUBLICATIONS & ADVERT	417,300	450,000	75,000	64,866	69,461	380,539	15%
CONTRACTUAL SERVICES	66,000	212,400	35,400	25,000	7,500	204,900	4%
CAPITAL OUTLAY	100,000	345,000	57,500	0	0	345,000	0%
TRANSFERS	40,000	40,000	6,667	9,996	9,996	30,004	25%
TOTAL	733,000	1,125,000	187,500	106,127	161,576	963,424	14%

Deficit to date (27,410)

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



CANNABIS - REVENUE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024

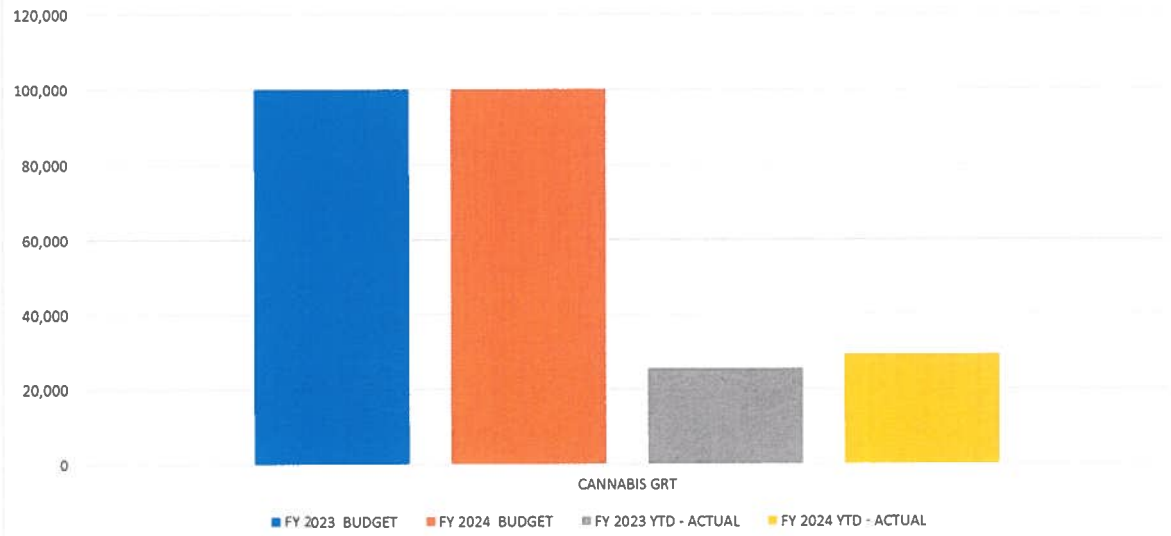
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	16,667	25,649	29,395	29%
TOTAL	100,000	100,000	16,667	25,649	29,395	29%

CANNABIS - EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2023 .25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2024

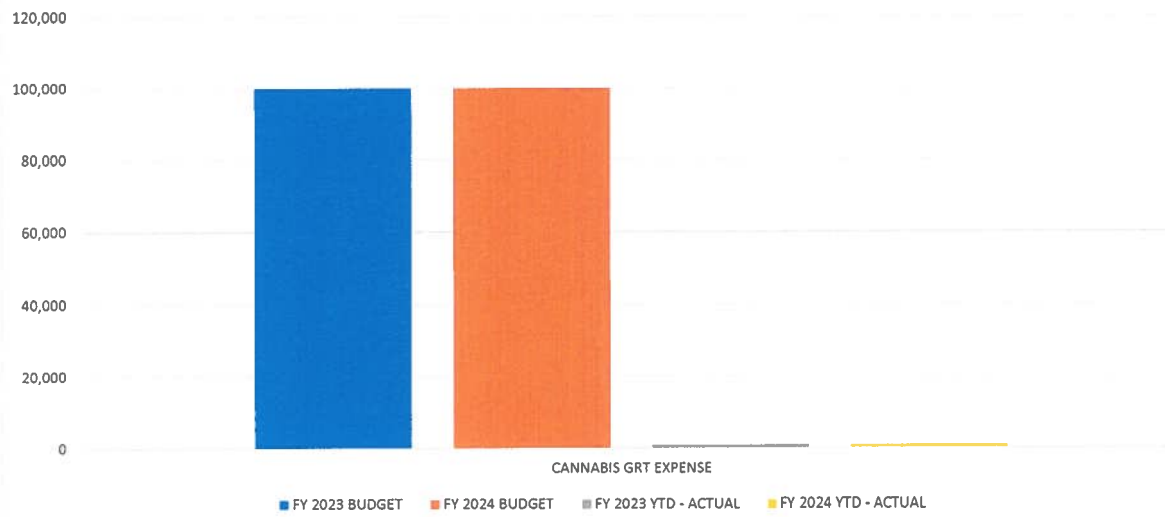
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
CANNABIS GRT EXPENSE	100,000	100,000	16,667	769	834	99,166	1%
TOTAL	100,000	100,000	16,667	769	834	99,166	1%

Surplus to Date 28,561

CANNABIS REVENUE



CANNABIS EXPENSE





**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 18, 2023

Date Submitted: 9/25/23

Department: Executive

Item: Presentation by Brooks Pots speaking on the restoration of the 1129 steam train engine.

Fiscal Impact:

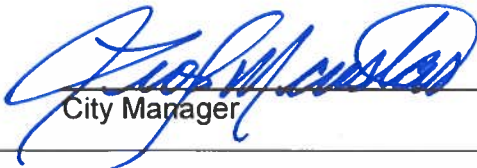
Attachments:

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.

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 18, 2023

Date Submitted: 9/25/23

Department: Executive

Item: Presentation by Regent, Cody Rivera and President Sam Minner with New Mexico Highlands University promoting this year's NMHU Matanza.

Fiscal Impact:

Attachments:

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.

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: OCTOBER 18, 2023

Date Submitted: October 6, 2023

Department: Finance

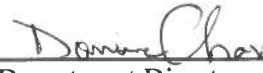
Item/Topic: Approval of Resolution 23-32, The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 101-4900 Animal Shelter in the amount of \$50,000, an expense increase to Fund 213 State Library grant in the amount of \$8,019, a rev/exp increase to Fund 217 State Legislative Appropriations -Youth Club Programs in the amount of \$100,000, a rev/exp increase to Fund 217 State Legislative Appropriations – PD Health Sciences Center in the amount of \$300,000, a rev/exp increase to Fund 217 State Legislative Appropriations – San Miguel Senior Center Vehicle in the amount of \$21,524, and a revenue increase to Fund 282 Senior Center in the amount of \$20,238.00.

Fiscal Impact: A rev/exp increase to Fund 101-4900 Animal Shelter in the amount of \$50,000, an expense increase to Fund 213 State Library grant in the amount of \$8,019, a rev/exp increase to Fund 217 State Legislative Appropriations -Youth Club Programs in the amount of \$100,000, a rev/exp increase to Fund 217 State Legislative Appropriations – PD Health Sciences Center in the amount of \$300,000, a rev/exp increase to Fund 217 State Legislative Appropriations – San Miguel Senior Center Vehicle in the amount of \$21,524, and a revenue increase to Fund 282 Senior Center in the amount of \$20,238.00.

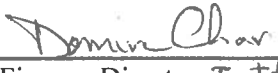
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK’S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director *Interim*



City Manager

**CITY CLERK’S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Contract No. _____

Denied _____

Approved _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-32

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE
2023-2024
FISCAL YEAR**

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; and

WHEREAS, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 101-4900 Animal Shelter in the amount of \$50,000, an expense increase to Fund 213 State Library grant in the amount of \$8,019, a rev/exp increase to Fund 217 State Legislative Appropriations -Youth Club Programs in the amount of \$100,000, a rev/exp increase to Fund 217 State Legislative Appropriations – PD Health Sciences Center in the amount of \$300,000, a rev/exp increase to Fund 217 State Legislative Appropriations – San Miguel Senior Center Vehicle in the amount of \$21,524, and a revenue increase to Fund 282 Senior Center in the amount of \$20,238.00.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of October 2023.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**CITY OF LAS VEGAS
 RESOLUTION # 23-32
 BUDGET ADJUSTMENT REQUEST
 FISCAL YEAR 2024 as of OCTOBER 18, 2023**

RESOLUTION # 23-32	TYLER	DFA	DESCRIPTION	ASSET/CASH	REVENUE	EXPENDITURES
GENERAL FUND - ANIMAL SHELTER	101-4900-450-5507	101-11000-0001-46900	MOA-SAN MIGUEL COUNTY & CLV		\$ 50,000.00	
GENERAL FUND - ANIMAL SHELTER	101-4900-710-7108	101-11000-3004-56999	FEED & CARE OF ANIMALS			\$ 30,000.00
GENERAL FUND - ANIMAL SHELTER	101-4900-710-8004	101-11000-3004-58020	EQUIPMENT			\$ 20,000.00
STATE LIBRARY GRANT	213-0000-750-7107	213-21800-2002-56999	BOOKS/EDU MATERIALS/ETC			\$ 8,019
SPECIAL APPROPRIATIONS	217-0000-430-5399	217-30300-0001-47300	SB 192 APPROP-YOUTH CLUB PROGRAMS	\$	100,000.00	
SPECIAL APPROPRIATIONS	217-0000-780-8081	217-30300-2002-57999	SB 192 APPROP-YOUTH CLUB PROGRAMS			\$ 100,000.00
SPECIAL APPROPRIATIONS	217-0000-430-5449	217-30300-0001-47300	23-ZH5048-41 ST APP PD HEALTH SCIENCE CENTER	\$	300,000.00	
SPECIAL APPROPRIATIONS	217-0000-780-8082	217-30300-2002-57999	23-ZH5048-41 ST APP PD HEALTH SCIENCE CENTER			\$ 300,000.00
SPECIAL APPROPRIATIONS	217-0000-430-5450	217-30300-0001-47300	A22G2019-G596 SM SENIOR CENTER VEHLCE	\$	21,524.00	
SPECIAL APPROPRIATIONS	217-0000-780-8083	217-30300-2002-58080	A22G2019-G596 SM SENIOR CENTER VEHLCE			\$ 21,524.00
SENIOR CENTER	282-6400-540-5534	282-21900-0001-47699	FEDERAL IIID	\$	20,238.00	
				\$	491,762.00	\$ 479,543.00

SAN MIGUEL COUNTY

VENDOR: 01210 CITY OF LAS VEGAS

09/08/2023

24800

DATE	ID	PO #	DESCRIPTION
8/31/2023	20230421	2024-0267	ANIMAL SHELTERING SERVICES

GL ACCT #	AMOUNT
101-105-05999	50,000.00

9-13-2023

Bal 50k

\$ 30,000
1014900.710.7108
Feed + Care of Animals

\$ 20,000
101 4900.710.8004
Equipment

CHECK TOTAL 50,000.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



SAN MIGUEL COUNTY
500 West National, Suite 304
Las Vegas, NM 87701
GENERAL

Southwest Capital Bank

24800

DATE
09/08/2023

PAY THIS AMOUNT
\$50,000.00

VOID 1 YEAR FROM DATE

PAY ---Fifty Thousand Dollars and 00/100 Cents---

TO THE ORDER OF
CITY OF LAS VEGAS
1700 NORTH GRAND AVE
LAS VEGAS, NM 87701

Handwritten Signature: David M. Garcia

Handwritten Signature: [unclear]



ARTICLE III

Changes to MOA: This MOA may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

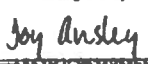
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas
Leo Maestas, City Manager
1700 N. Grand Avenue
Las Vegas, NM 87701
(505)454-1401
lmaestas@lasvegasnm.gov


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

San Miguel County

DocuSigned by:

Joy Ansley
County Manager

September 28, 2022 | 11:05 AM



ATTEST:

DocuSigned by:

Geraldine E. Gutierrez
San Miguel County Clerk

September 28, 2022

Dave Romero, Jr.
San Miguel County Attorney

City of Las Vegas


Leo Maestas
City Manager

Scott G. Aaron
City of Las Vegas Attorney

ATTEST:


Casandra Fresquez
City Clerk

MOA for Animal Sheltering Services Invoice

10 messages

June Tafoya-Cordova <jtafoya@lasvegasnm.gov>

Fri, Apr 21, 2023 at 12:00 PM

To: "jansley@co.sanmiguel.nm.us" <jansley@co.sanmiguel.nm.us>

Cc: Leo Maestas <lmaestas@lasvegasnm.gov>, Tasha Rae Martinez <trmartinez@lasvegasnm.gov>, Antonio Salazar <asalazar@lasvegasnm.gov>

Good afternoon,

Please find attached our invoice for the MOA between San Miguel County and the City of Las Vegas for Animal Sheltering Services.

The original will follow by USPS soon.

Should you have any questions or concerns please do not hesitate to contact me or Chief Salazar at (505)425-7504.

Respectfully,

June Tafoya

Financial Specialist
City of Las Vegas, NM
Police Department
Phone (505)425-7504 ext. 3115
Fax (505)425-6346
jtafoya@lasvegasnm.gov

 ACC SMC INVOICE 1 4.21.2023.pdf
102K

Ansley, Joy <jansley@co.sanmiguel.nm.us>

Fri, Apr 21, 2023 at 2:05 PM

To: jtafoya@lasvegasnm.gov

Your message

To: Ansley, Joy
Subject: MOA for Animal Sheltering Services Invoice
Sent: 4/21/23, 12:00:26 PM MDT

was read on 4/21/23, 2:05:40 PM MDT

Ansley, Joy <jansley@co.sanmiguel.nm.us>

Fri, Apr 21, 2023 at 2:05 PM

To: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>

Cc: Leo Maestas <lmaestas@lasvegasnm.gov>, Tasha Rae Martinez <trmartinez@lasvegasnm.gov>, Antonio Salazar <asalazar@lasvegasnm.gov>

We'll get this processed. Thank you.



Joy Ansley

San Miguel County Manager
500 W. National, Ste. 201
Las Vegas, NM 87701
(O) 505-425-9333
(C) 505-239-3973
jansley@co.sanmiguel.nm.us

[Quoted text hidden]

[Quoted text hidden]

The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours

This communication is the property of The City of Las Vegas and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Leo Maestas <lmaestas@lasvegasnm.gov>

Tue, May 23, 2023 at 11:54 AM

To: jtafoya@lasvegasnm.gov

Your message

To: Leo Maestas
Subject: MOA for Animal Sheltering Services Invoice
Sent: 4/21/23, 12:00:26 PM MDT



Dominic Chavez <dchavez@lasvegasnm.gov>

Re: GoBond 2020 grant

1 message

Wanda Salazar <wsalazar@lasvegasnm.gov>
To: Dominic Chavez <dchavez@lasvegasnm.gov>
Cc: Jeff Rudolph <jrudolph@lasvegasnm.gov>

Wed, Sep 20, 2023 at 11:18 AM

We are not asking to commingle funds.. We are asking to change a title to 213 to say GoBonds.

Wanda Renay Salazar, BSW

Community Services Director

City of Las Vegas

Email: wsalazar@lasvegasnm.gov

Phone: 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

" The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

On Wed, Sep 20, 2023 at 11:10 AM Dominic Chavez <dchavez@lasvegasnm.gov> wrote:

Thank you for the clarification! These funds can not be co-mingled; therefore, they would have to remain in 213.

Thank you,

Dominic A. Chavez
Deputy Finance Director
City of Las Vegas
505-454-1401 Ext. 1102
dchavez@lasvegasnm.gov

On Wed, Sep 20, 2023 at 11:03 AM Wanda Salazar <wsalazar@lasvegasnm.gov> wrote:

Good morning Dominic,

Thought I would elaborate in case you needed more information.. So Jeff is in need of 2 things.

1. A Budget Adjustment Increase for line item 213-0000-750-7107 by \$8,019. These are funds the City of Las Vegas has already received. We are obligated to spend and report how it was spent. The \$8,019 was supposed to have been spent before June 2023 so when we prepared the budget for 2024 we did not include this amount. Please complete a BAR and add to the Carnegie Budget so that we can expend the funding awarded.

2. The Fund 213 and Fund 103 are both listed as Library Grant Aide. Fund 213 is Library GoBond Funding. To reduce confusion of allocation of funds as well as tracking expenses, can

the title for 213 be changed to Library GoBond.

Thank you

Wanda

Wanda Renay Salazar, BSW

Community Services Director

City of Las Vegas

Email: wsalazar@lasvegasnm.gov

Phone: 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

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On Wed, Sep 20, 2023 at 10:19 AM Jeff Rudolph <jrudolph@lasvegasnm.gov> wrote:

Good morning Dominic,

Attached is a PO from last fiscal year, the kids computers were on back order/discontinue so these items were never received at close of the budget. I've spoken with Wanda and I would like to request a budget adjustment increase of the \$8,019.00 to this years budget and line item 213-0000-750-7107. Also the Fund 213 header me corrected to 213 state library Go Bond as well as the revenue description. Thank you Dominic

The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours

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

PURCHASE ORDER

PO Number: 231356

Date: 02/28/2023

Request #: 301826

Vendor #: 00140

ISSUED TO: CDW GOVERNMENT INC.
 75 REMITTANCE DRIVE
 SUITE 1515
 CHICAGO, IL 60675

SHIP TO: City of Las Vegas
 Attn:Purchasing Department
 1700 N. Grand Avenue
 Las Vegas, NM 87701

Vendor Fax #:

ITEM	UNITS	DESCRIPTION	PRICE	PRCJ	GL ACCOUNT NUMBER	AMOUNT
1	8	hp962 black cartridge ✓✓ pd	32.89		213-0000-750-7107	263.12
2	8	hp962 cyan cartridge ✓✓ pd	23.21		213-0000-750-7107	185.68
3	10	power center surge ✓✓ pd	106.14		213-0000-750-7107	1,061.40
4	5	barcode scanner ✓✓ pd	155.40		213-0000-750-7107	777.00
5	1	pa system ✓✓ pd	1,007.45		213-0000-750-7107	1,007.45
6	18	head phone ✓✓ pd 081419-cdw 10/30/2023	13.83		213-0000-750-7107	248.94
7	8	hp962 yellow cartridge ✓✓ pd	23.21		213-0000-750-7107	185.68
8	8	hp962 magenta cartridge ✓✓ pd	23.21		213-0000-750-7107	185.68
9	4	wireless printer ✓✓ pd	217.14		213-0000-750-7107	868.56
10	2	vizio smart tv ✓✓ pd	532.48		213-0000-750-7107	1,064.96
11	2	hp pro book 450 e9 ✓✓ pd	945.55		213-0000-750-7107	1,891.10
12	3	kids education station ✓✓ pd REF QUOTE# NGCM369 <i>not received item discontinued</i>	2,673.00		213-0000-750-7107	8,019.00

*Please close PO
 Thank you!
 Jeff Kessler
 6/16/23*

UPDATE

Approved By:

Date: 3/8/2023

SUBTOTAL:	15,758.57
TAX:	0.00
SHIPPING:	0.00
TOTAL	15,758.57

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

REIMBURSING AGENCY: Department of Finance and Administration
Business Unit: 341

APPROPRIATION RECIPIENT: CITY OF LAS VEGAS
APPROPRIATION NUMBER: 23-ZH9274
APPROPRIATION AMOUNT: \$100,000.00
REVERSION DATE: June 30, 2024

APPROPRIATION LANGUAGE

ONE HUNDRED THOUSAND (\$100,000.00) for meals, computers, books and sporting equipment for youth club programs in Las Vegas. Funds unexpended by June 30, 2024, will be reverted to the State of New Mexico's general fund.

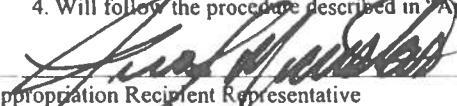
APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

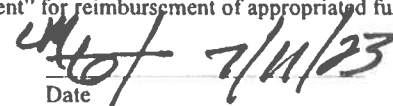
CERTIFICATION

I hereby certify that CITY OF LAS VEGAS

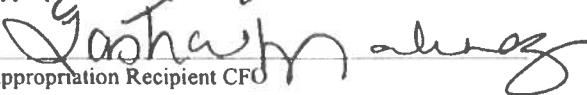
1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.



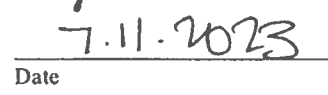
Appropriation Recipient Representative



Date



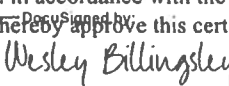
Appropriation Recipient CFO



Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH9274 in the amount of \$100,000.00.



D891C24BB85B4E9
Wesley Billingsley
Director, Local Government Division

7/13/2023

Date

RECIPIENT:

City of Las Vegas

<u>APPROPRIATION NUMBER:</u>	<u>TOTAL ALLOCATION</u>	<u>REVERSION DATE:</u>
	<u>AMOUNT:</u>	
23-ZH5048-41	\$525,000.00	June 30, 2024

ALLOCATION PURPOSE

Five Hundred and Twenty Five Thousand Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$300,000 the first year, 50% up to \$150,000 the second year, and 25% up to \$75,000 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Las Vegas**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

_____	_____
Local Law Enforcement Agency	Date

_____	_____
Authorized Local Governing Body Authority	Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-41** in the amount of **\$525,000.00**.

_____	_____
Wesley Billingsley Director, Local Government Division	Date

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

**STATE OF NEW MEXICO
Law Enforcement Recruitment Fund
Quarterly Report Form
Exhibit A**

Allocation Recipient:	
Appropriation Number:	

Provide names of individuals hired and their hire date:	Title of Position	Vacant Position Salary:	New Position Salary:
Total Amount of Appropriation Funds Expended this Quarter:		Total: \$	Total: \$

Add extra lines as applicable.

<p>Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)</p>

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #24-780-P707-00508

An Intergovernmental Service Agreement between City of Las Vegas - Police Department for its public operation known as the Health Sciences Center and the New Mexico Crime Victims Reparation Commission.

This Agreement is made and entered into by and between the State of New Mexico Crime Victims Reparation Commission, hereinafter referred to as "Agency," and City of Las Vegas - Police Department (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately July 1, 2023, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work and achieve the designated Goals and Measurable Objectives ("MO):

Purpose Area 1: Development or Expansion of a Violent Crime Law Enforcement Victim Liaison Unit

Contractor will develop or enhance their Violent Crime Victim Assistant Unit. Contractor will ensure that the development or enhancement of their law enforcement-based victim service program adheres to best practices and develops strong policies, procedures, and practices for the Violent Crime Victim Assistant Unit. Best practice models such as the Model Program Standards for Victim Services (https://ovc.ojp.gov/sites/g/files/xyckuh226/files/model-standards/6/program_standards_1.html) and/or the International Association of Chiefs of Police Law Enforcement Based Victim Services (<https://www.theiacp.org/topics/victim-services>) should be considered. Successful applicants can use grant funds, as necessary, to develop or enhance written guidelines such as, but not limited to, describing:

- Victim-service program mission, goals, and objectives,
- Violent Crime Victim Assistant Unit policies, procedures, and practices,
- Job duties and descriptions for Violent Crime Victim Assistant Coordinator(s) and Violent Crime Victim Assistant(s),
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Policy on nondiscrimination in service provision,
- Procedures for assessing safety, security, and maintenance of service premises, and
- Procedures for communication and collaboration with other providers.

Contractor will use program funds to hire civilian law enforcement victim assistants with demonstrated or professional experience in responding to the rights and needs of victims of violent crime. Victim Assistants and Coordinators should provide the following:

- Provides crisis stabilization and support services to crime victims, witnesses, survivors, and co-victims and assists with identified concerns resulting from victimization.

except as set forth in NMSA 1978, Section 13- 1-150.

4. **Termination.**

A. **Termination** - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. **Termination Management** - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

7. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the

14. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

17. **Records and Financial Audit.**

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

18. **Liability.**

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

20. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage



AGING &
LONG TERM
SERVICE

Agreement / Contract

No. 3804-21

City of Las Vegas

Date

APPROPRIATION RECIPIENT:

Grantee: City of Las Vegas
Title: San Miguel Senior Center - Vehicle Shortfall
Address 500 Sabino Street, Las Vegas, NM 87701
Email: wsalazar@lasvegasnm.gov Telephone: 505-425-9139

APPROPRIATION NUMBER: APPROPRIATION AMOUNT: APPROP TERM DATE:

A22G2019-G596

\$ 21,524.00

June 30th, 2026

APPROPRIATION LANGUAGE

Laws of 2022, Chapter 53, Section 5, Paragraph 17 – for emergency requests to cover vehicle purchases shortfall at the San Miguel Senior Center in Las Vegas, NM. (Emergency grant funds must be expended within 6 months of the date of this contract.)


CERTIFICATION

I hereby certify that the City of Las Vegas

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project (if applicable)
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment for FY24 (July 1 2023 – June 30, 2024) is June 30th, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.



Grantee Chief Elected Official Signature / Printed Name

Louise Trajillo

8/22/23

Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

Project #A22G2019-G596- City of Las Vegas, San Miguel Senior Center – vehicle shortfall for A20E5281 of \$21,524.00



Agency Designee signature

8/22/2023

Date

BAR Needed

1 message

Wanda Salazar <wsalazar@lasvegasnm.gov>

Tue, Sep 26, 2023 at 9:39 AM

To: Dominic Chavez <dchavez@lasvegasnm.gov>

Good morning Dominic,

Can you please complete a BAR. Please see attached. This is for line item:
217-0000-780-8117 - ALTSD A20E5281 in the amount of \$21,524.00. They have increased our funding to accommodate increases in costs for purchasing vehicles.

Please let me know if you have any questions.

Thank you

Wanda

Wanda Renay Salazar, BSW

Community Services Director

City of Las Vegas

Email: wsalazar@lasvegasnm.gov

Phone: 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

"The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours

This communication is the property of The City of Las Vegas and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

 **Gap for Hot Shot Truck - Signed and Stamped 09.26.23.pdf**
602K



Darlene Martinez <dmartinez@lasvegasnm.gov>

Re: BAR Needed

1 message

Dominic Chavez <dchavez@lasvegasnm.gov>
To: Wanda Salazar <wsalazar@lasvegasnm.gov>
Cc: Darlene Martinez <dmartinez@lasvegasnm.gov>

Tue, Sep 26, 2023 at 3:21 PM

yes
Thank you,

Dominic A. Chavez
Deputy Finance Director
City of Las Vegas
505-454-1401 Ext. 1102
dchavez@lasvegasnm.gov

On Tue, Sep 26, 2023 at 9:39 AM Wanda Salazar <wsalazar@lasvegasnm.gov> wrote:

Good morning Dominic,
Can you please complete a BAR. Please see attached. This is for line item:
217-0000-780-8117 - ALTSD A20E5281 in the amount of \$21,524.00. They have increased our funding to accommodate increases in costs for purchasing vehicles.

Please let me know if you have any questions.

Thank you

Wanda

Wanda Renay Salazar, BSW

Community Services Director

City of Las Vegas

Email: wsalazar@lasvegasnm.gov

Phone: 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

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Dominic Chavez <dchavez@lasvegasnm.gov>

2nd BAR - Senior Center

1 message

Wanda Salazar <wsalazar@lasvegasnm.gov>
To: Dominic Chavez <dchavez@lasvegasnm.gov>

Tue, Sep 26, 2023 at 2:05 PM

Good afternoon Dominic, Can you please do a 2nd BAR for the Senior Center Program. Revenue that is not reported on the Budget Report are:

1. Evidence Based Program

Federal IIID - should be \$20,238.00 Can you change the code to 540-5533? ~~Currently the code being used for this is 282-6400-540-5998. 282-****-540-5998 for all other services (6100, 6200, 6300, etc) are considered State Grant. Please help me clean this up. Thank you~~
~~State Grant - should be 8,714.00. Please change the code for State Grant for Evidence Based Program only. This money IS included in the Budget Report. It is just posted with the wrong title.~~

2. Chore Program

~~Federal IIIB - Please add a code to Chore 282-6700-540-5528. This should be \$6,500.00~~

~~So total needed increase to the Senior Center Budget is (\$20,238+\$6,500) \$26,738.~~

I hope that makes sense. Please call me if you have any questions.

Thank you for your help.

Wanda

Wanda Renay Salazar, BSW

Community Services Director

City of Las Vegas

Email: wsalazar@lasvegasnm.gov

Phone: 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

"The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

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**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 18, 2023

Date Submitted: 10/11/23

Department: Executive

Item/Topic: Request approval of Disaster Recovery Policy.

Fiscal Impact:

Attachments: Disaster Recovery Policy

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.

Approved For Submittal By:

Reviewed By:



City Manager



Finance Director - Interim

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



City of Las Vegas

Disaster Recovery Plan

Revision History

REVISION	DATE	NAME	DESCRIPTION
Draft 1.0	6/2016	Kenny Roybal, Orlando Gonzales	First Draft of DR plan
Draft 1.1	7/14/16	Kenny Roybal	Draft
Draft 1.2	7/30/19	Kenny Roybal	Draft
Draft 1.3	1/27/22	Kenny Roybal	Draft
Draft 1.4	10/13/23	Kenny Roybal	Draft

Approved by: _____

Adopted on: _____

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Information Technology Statement of Intent

This document delineates our policies and procedures for disaster recovery, as well as our process-level plans for recovering critical platforms and the telecommunications infrastructure. This document summarizes our recommended procedures. In the event of an actual emergency situation, modifications to this document may be made to ensure physical safety of our people, our systems, and our data.

Our mission is to ensure information system uptime, data integrity and availability.

Policy Statement

City Council has approved the following policy statement:

The City of Las Vegas shall develop a disaster recovery plan.

A formal risk assessment shall be undertaken to determine the requirements for the disaster recovery plan.

The disaster recovery plan should cover all essential and critical infrastructure elements, systems and networks.

The disaster recovery plan should be periodically tested in a simulated environment to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.

All staff must be made aware of the disaster recovery plan and their own respective roles.

The disaster recovery plan is to be kept up to date to take into account changing circumstances.

Objectives

The principal objective of the disaster recovery program is to develop, test and document a well-structured and easily understood plan which will help the City of Las Vegas recover as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts information systems. Additional objectives include the following:

The need to ensure that all employees fully understand their duties in implementing such a plan

The need to ensure that operational policies are adhered to within all planned activities

The need to ensure that proposed contingency arrangements are cost-effective

The need to consider implications on other company sites

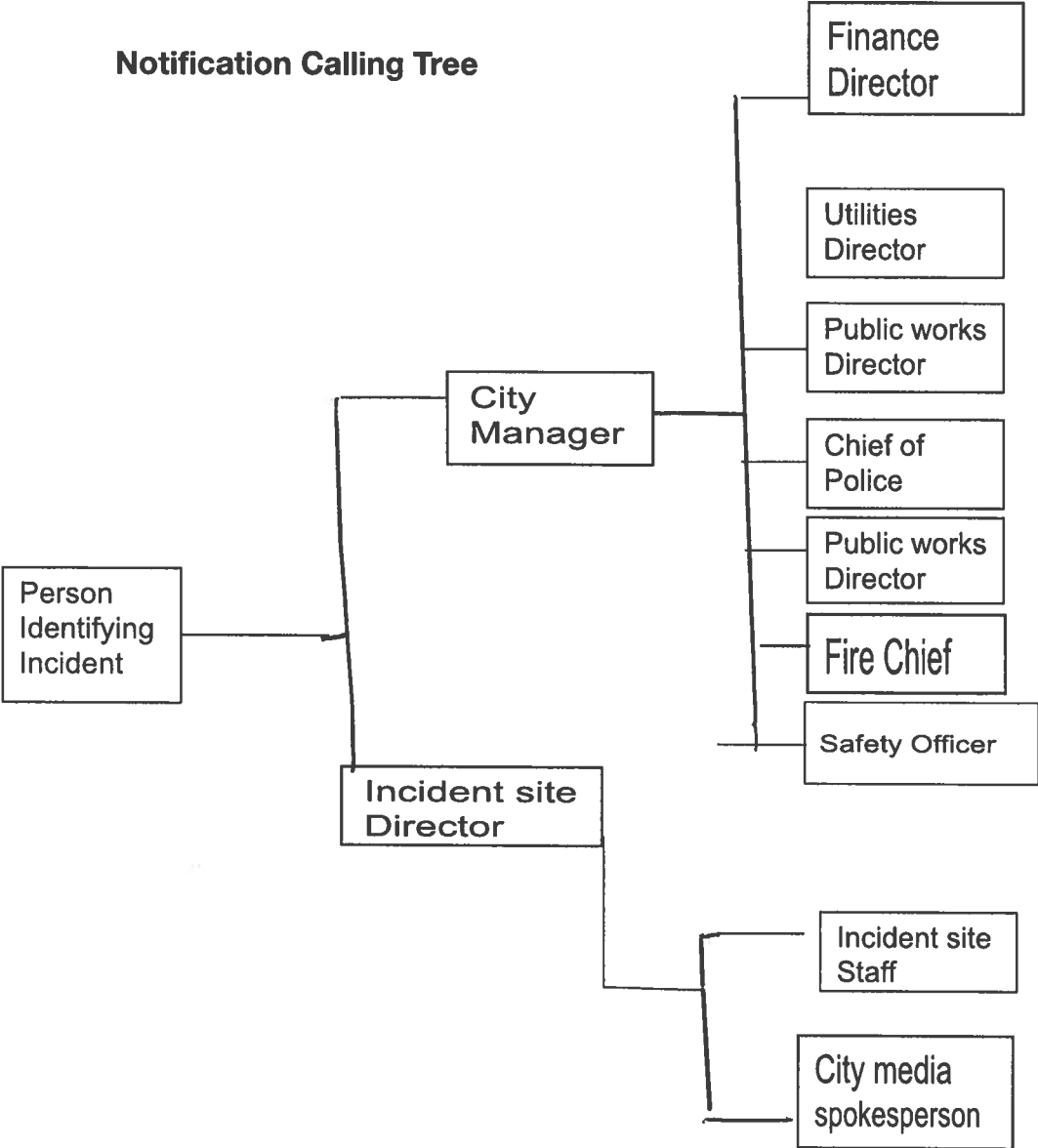
Disaster recovery capabilities as applicable to key customers, vendors and others

Key Personnel Contact Info

Title, Name	Contact Option	Contact Number
City Manager	Work	505-454-1401 ext 1001
Leo Maestas	Alternate	
	Mobile	505-362-9983
	Home	
	Email Address	lmaestas@lasvegasnm.gov
	Alternate Email	
Finance Director	Work	505-454-1401 ext 1002
Dominic Chavez (interim)	Alternate	
	Mobile	
	Home	
	Email Address	
	Alternate Email	
Chief of Police	Work	505-425-7504 ext. 3101
Antonio Salazar	Alternate	
	Mobile	
	Home	
	Email Address	asalazar@lasvegasnm.gov
	Alternate Email	
Fire Chief	Work	505-426-6321 ext. 3209
Steven Spann	Alternate	
	Mobile	505-429-9971
	Home	
	Email Address	sspan@lasvegasnm.gov
	Alternate Email	
Public Works Director	Work	505-454-1401 ext. 1804
Arnold Lopez	Alternate	
	Mobile	505-429-1986
	Home	
	Email Address	alopez@lasvegasnm.gov
	Alternate Email	
Utilities Director	Work	505-454-1401 ext. 2000
Maria Gilvarry	Alternate	505-454-3832
	Mobile	505-398-6056
	Home	505 454-1020
	Email Address	gilvarrym@lasvegasnm.gov
	Alternate Email	gilvarrym@gmail.com

Safety Officer	Work	505-454-1401 ext. 1305
Adrian Jaramillo	Alternate	505-426-5320
	Work Mobile	505-429-6326
	Home	
	Email Address	ajaramillo@lasvegasnm.gov
	Alternate Email	jaramillo_adrian@yahoo.com

Notification Calling Tree



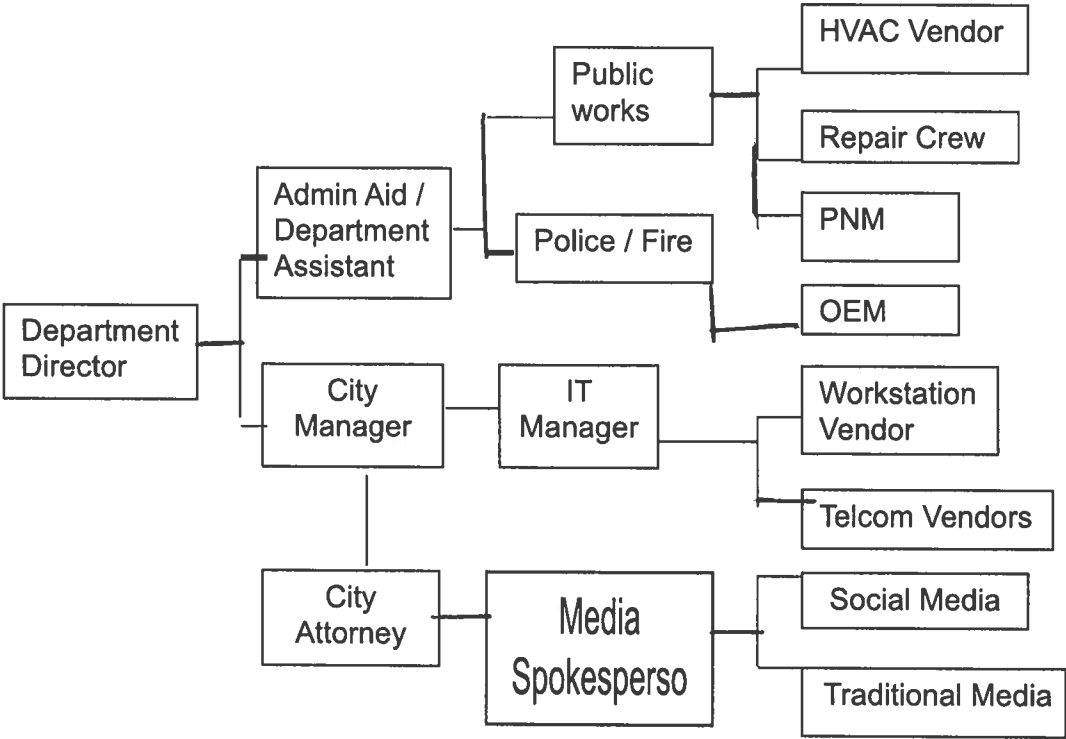
External Contacts

Name, Title	Contact Option	Contact Number
Landlord / Property Manager		
Account Number None		
Community Development	Work	505-454-1401 ext. 1608
	Mobile	
	Home	
	Email Address	
Power Company		
Account Number		
PNM	Work	(888) 342-5766
	Mobile	
	Home	
	Email Address	
MOE Network Carrier		
Account Number	1442250	
Plateau	Work	1-877-752-8328
	Mobile	
	Fax	
	Home	
	Email Address	
DSL Internet / T1 Carrier	T1	Airport & Waste Water only
Account Number		
Centurylink	Work	1-888-678-8080
	Mobile	
	Home	
	Email Address	
Telcom Carrier 1	POTs Lines	
Account Number	04048095	
Granite Telcom	Work	(866) 847-5500
	Mobile	
	Home	
	Email Address	

Telcom Carrier 2	SIP Trunk	
Account Number	City of las vegas	
Granite Telcom	Work	866-847-5500
	Mobile	
	Home	
	Email Address	
Hardware Supplier 1	Erik Guaman	
Account Number	Work	(312) 705-0365
CDWG	Mobile	
2618260	Emergency Reporting	
	Email Address	erikgua@cdwg.com
Server Supplier 1		
Account Number.	Work	
	Mobile	
	Fax	
	Email Address	
Workstation Supplier 1	Erik Guaman	
Account Number	Work	(312) 705-0365
CDW-G	Mobile	
2618260	Home	
	Email Address	erikgua@cdwg.com
Workstation Supplier 2		
Account Number	Work	1 (800) 625-5468
PCMG	Mobile	
	Home	
	Email Address	
Office Supplies 1	Staples	
Account Number	Work	
	Mobile	
	Home	
	Email Address	
Insurance – Name	Self insurers fund	
Account Number	Work	1-505-982-5573
	Mobile	
	Home	
	Email Address	

Site Security – LVPD		
	Work	505-425-7504
	Mobile	
	Home	
	Email Address	
Off-Site Storage 1 –	LV Airport	
Account Number	Work	505-454-1401 ext 1820
	Mobile	505-429-3198
	Home	
	Email Address	
HVAC –	City Public Works	
Account Number	Work	505-454-1401 ext 1805
	Mobile	
	Home	
	Email Address	
Power Generator –	DAG	
Account Number	Work	505-425-8918
PD	Mobile	
	Home	
	Email Address	
Other –		
	Work	505-205-1585
IT Contracted Services	Mobile	
Harmonix Technologies	Home	
	Email Address	

External Contacts Calling Tree



1 Plan Overview

1.1 Plan Updating

It is necessary for the DRP updating process to be properly structured and controlled. Whenever changes are made to the plan they are to be fully tested and appropriate amendments should be made to the training materials. This will involve the use of formalized change control procedures under the control of the City Manager.

1.2 Plan Documentation Storage

Copies of this Plan, CD, and hard copies will be stored in secure locations to be defined by the City. Each member of the Emergency Response Team will be issued a Digital and hard copy of this plan to be filed at home. Each member of the Disaster Recovery Team will be issued a digital and hard copy of this plan. A master protected copy will be stored on specific resources established for this purpose.

1.3 Backup Strategy

Key business processes and the agreed backup strategy for each are listed below. The strategy chosen is for a recovery site at the City of Las Vegas Police Dept's offices at 318 Moreno Street. This strategy entails the maintenance of a duplicate site which in the event of a disaster cloud backups would be pulled down and all VMs would be fully restored at the backup site.

KEY BUSINESS PROCESS	BACKUP STRATEGY
IT Operations	Sirus Dato local hourly / cloud twice daily
Tech Support - Hardware	Sirus Dato local hourly / cloud twice daily
Tech Support - Software	Sirus Dato local hourly / cloud twice daily
Facilities Management	Sirus Dato local hourly / cloud twice daily
Email	Cloud service
Purchasing	Sirus Dato local hourly / cloud twice daily
Disaster Recovery	Sirus Dato local hourly / cloud twice daily
Finance	Sirus Dato local hourly / cloud twice daily
Contracts Admin	Sirus Dato local hourly / cloud twice daily
Warehouse & Inventory	Sirus Dato local hourly / cloud twice daily
Cashiering	Sirus Dato local hourly / cloud twice daily
Utilities	Sirus Dato local hourly / cloud twice daily
Human Resources	Sirus Dato local hourly / cloud twice daily
Testing Recovery site -	Quarterly
Workshop Recovery site -	Annually
Call Center	monthly IT share drive
Web Site	Cloud service

1.4 Risk Management

There are many potential disruptive threats which can occur at any time and affect the normal business process. We have considered a wide range of potential threats and the results of our deliberations are included in this section. Each potential environmental disaster or emergency situation has been examined. The focus here is on the level of business disruption which could arise from each type of disaster.

Potential disasters have been assessed as follows:

Potential Disaster	Probability Rating	Impact Rating	Brief Description Of Potential Consequences & Remedial Actions
Flood	3	4	All critical equipment is located on 1st Floor
Fire	3	4	FM200 suppression system installed in main computer centers. Heat and smoke detectors on all floors.
Tornado	5		
Electrical storms	2	4	All critical equipment is on surge suppression power strips.
Act of terrorism	5		
Act of sabotage	5		
Electrical power failure	2	4	Redundant UPS array together with auto standby generator .
Loss of communications network services	4	4	Two diversely routed DSL 1GB into the building. WAN redundancy, voice network resilience

Probability: 1=Very High, 5=Very Low
5=Minor annoyance

Impact: 1=Total destruction,

2. Emergency Response

2.1 Alert, escalation and plan invocation

2.1.1 Plan Triggering Events

Key trigger issues at City Hall or any City Department that would lead to activation of the DRP are:

- Total loss of all communications
- Total loss of power
- Flooding of the premises
- Loss of the building

2.1.2 Assembly Points

Where the premises need to be evacuated, the DRP invocation plan identifies two evacuation assembly points for City Hall:

- Primary – Far end of main parking lot;
- Alternate – Parking lot of the Rec.Center across the street.

2.1.3 Activation of Emergency Response Team

When an incident occurs the Emergency Response Team (ERT) must be activated. The ERT will then decide the extent to which the DRP must be invoked. All employees must be issued a Quick Reference card containing ERT contact details to be used in the event of a disaster. Responsibilities of the ERT are to:

- Respond immediately to a potential disaster and call emergency services;
- Assess the extent of the disaster and its impact on the business, data center, etc.;
- Decide which elements of the DR Plan should be activated;
- Establish and manage disaster recovery team to maintain vital services and return to normal operation;
- Ensure employees are notified and allocate responsibilities and activities as required.

2.2 Disaster Recovery Team

The team will be contacted and assembled by the ERT. The team's responsibilities include:

- Establish facilities for an emergency level of service within 2.0 business hours;
- Restore key services within 4.0 business hours of the incident;
- Recover to business as usual within 8.0 to 24.0 hours after the incident;
- Coordinate activities with disaster recovery team, first responders, etc.
- Report to the emergency response team.

2.3 Emergency Alert, Escalation and DRP Activation

This policy and procedure has been established to ensure that in the event of a disaster or crisis, personnel will have a clear understanding of who should be contacted. Procedures have been addressed to ensure that communications can be quickly established while activating disaster recovery.

The DR plan will rely principally on key members of management and staff who will provide the technical and management skills necessary to achieve a smooth technology and business recovery. Suppliers of critical goods and services will continue to support recovery of business operations as the company returns to normal operating mode.

2.3.1 Emergency Alert

The person discovering the incident calls a member of the Emergency Response Team in the order listed:

Emergency Response Team

- City Manager
- City Attorney
- Chief of Police

If not available try:

- Finance Manager
- Mayor

The Emergency Response Team (ERT) is responsible for activating the DRP for disasters identified in this plan, as well as in the event of any other occurrence that affects the company's capability to perform normally.

One of the tasks during the early stages of the emergency is to notify the Disaster Recovery Team (DRT) that an emergency has occurred. The notification will request DRT members to assemble at the site of the problem and will involve sufficient information to have this request effectively communicated. The Business Recovery Team (BRT) will consist of senior representatives from the main business departments. The BRT Leader will be a senior member of the City's management team, and will be responsible for taking overall charge of the process and ensuring that the City returns to normal working operations as early as possible.

2.3.2 DR Procedures for Management

Members of the management team will keep a hard copy of the names and contact numbers of each employee in their departments. In addition, management team members will have a hard copy of the City's disaster recovery and business continuity plans on file in their homes in the event that the headquarters building is inaccessible, unusable, or destroyed.

2.3.3 Contact with Employees

Managers will serve as the focal points for their departments, while designated employees will call other employees to discuss the crisis/disaster and the City's immediate plans. Employees who cannot reach staff on their call list are advised to call the staff member's emergency contact to relay information on the disaster.

2.3.4 Backup Staff

If a manager or staff member designated to contact other staff members is unavailable or incapacitated, the designated backup staff member will perform notification duties.

2.3.5 Recorded Messages / Updates

For the latest information on the disaster and the organization's response, staff members can call a hotline listed in the DRP wallet card. Included in messages will be data on the nature of the disaster, assembly sites, and updates on work resumption.

2.3.7 Alternate Recovery Facilities / Hot Site

If necessary, the hot site at the City Police Department will be activated and notification will be given via recorded messages or through communications with managers. Hot site staffing will consist of members of the disaster recovery team only for the first 24 hours, with other staff members joining at the hot site as necessary.

2.3.8 Personnel and Family Notification

If the incident has resulted in a situation which would cause concern to an employee's immediate family such as hospitalization of injured persons, it will be necessary to notify their immediate family members quickly.

3 Media

3.1 Media Contact

Assigned staff will coordinate with the media, working according to guidelines that have been previously approved and issued for dealing with post-disaster communications.

3.2 Media Strategies

Avoiding adverse publicity

Take advantage of opportunities for useful publicity

Have answers to the following basic questions:

What happened?

How did it happen?

What are you going to do about it?

3.3 Media Team

City Manager

City Attorney

Media Spokesperson

3.4 Rules for Dealing with Media

Only the media team is permitted direct contact with the media; anyone else contacted should refer callers or in-person media representatives to the media team.

4 Insurance

As part of the city's disaster recovery and business continuity strategies a number of insurance policies have been put in place. These include errors and omissions, directors & officers liability, general liability, and business interruption insurance.

If insurance-related assistance is required following an emergency out of normal business hours, please contact: Desaree Ortiz

5 Financial and Legal Issues

5.1 Financial Assessment

The emergency response team shall prepare an initial assessment of the impact of the incident on the financial affairs of the City. The assessment should include:

- Loss of financial documents
- Loss of revenue
- Theft of check books, credit cards, etc.
- Loss of cash

5.2 Financial Requirements

The immediate financial needs of the City must be addressed. These can include:

- Cash flow position
- Temporary borrowing capability
- Upcoming payments for taxes, payroll taxes, Social Security, etc.
- Availability of City credit cards to pay for supplies and services required post-disaster

5.3 Legal Actions

The City legal department and ERT will jointly review the aftermath of the incident and decide whether there may be legal actions resulting from the event; in particular, the possibility of claims by or against the City for regulatory violations, etc.

6 DRP Exercising

Disaster recovery plan exercises are an essential part of the plan development process. In a DRP exercise no one passes or fails; everyone who participates learns from exercises – what needs to be improved, and how the improvements can be implemented. Plan exercising ensures that emergency teams are familiar with their assignments and, more importantly, are confident in their capabilities.

Successful DR plans launch into action smoothly and effectively when they are needed. This will only happen if everyone with a role to play in the plan has rehearsed the role one or more times. The plan should also be validated by simulating the circumstances within which it has to work and seeing what happens.

Appendix A – Technology Disaster Recovery Plan Templates

Disaster Recovery Plan for Tyler Incode

SYSTEM	CITYTYLER
OVERVIEW	
PRODUCTION SERVER	Location: City Hall server room Server Model: Virtual Server Operating System: Server 2019 CPUs: 6 Memory: 26Gb Total Disk: 1Tb System Handle: CITYTYLER System Serial #: NA DNS Entry: IP Address: 10.1.2.90 Other:
HOT SITE SERVER	Fully replicated Virtual server
APPLICATIONS (Use bold for Hot Site)	All applications running on production server are backed up to local Datto appliance then to cloud
ASSOCIATED SERVERS	TYLERDB, LASVEGASTS1
KEY CONTACTS	
Hardware Vendor	HPE
System Installer	Harmonix Technologies
Database Owner	Tyler Technologies (800-646-2633)
Application Owners	Tyler Technologies (800-646-2633)
Software Vendors	Tyler Technologies (800-646-2633), CDWG (Alex Pas 877-837-2705)
Offsite Storage	Datto Cloud backup storage
BACKUP STRATEGY FOR SYSTEM ONE	Datto Backup
Daily	Hourly incremental server Backups to on site appliance
Daily	Every 6 hours incremental cloud backup
Quarterly	Verify backups in cloud
SYSTEM ONE DISASTER RECOVERY PROCEDURE	

<p><u>Scenario 1</u></p> <p>Total Loss of Data</p>	<p>With hourly incremental server backups taking place the City should never experience total data loss. In the unlikely event of total data loss on both the production and Datto appliance IT Staff will restore the data using the most current backup.</p>
<p><u>Scenario 2</u></p> <p>Total Loss of HW</p>	<p>Once a disaster is declared and DR Team has notified IT staff, the IT staff will Initiate the failover process restoring backups on the server at the Police Department making the PD server the live production server. Once the failover to the server at PD has been completed, IT staff will then start the process of acquiring replacement hardware for the primary site.</p>

ADDENDUM

<i>CONTACTS</i>	

Disaster Recovery Plan for LaserFinch

SYSTEM	Laserfinchsvr
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OVERVIEW	
PRODUCTION SERVER	Location: City Hall Server Model: Virtual server Operating System: Windows server 2019 CPUs: 1 Memory: 3.56Gb Total Disk: 1Tb System Handle: LASVEGASTS1 System Serial #: DNS Entry: IP Address:10.1.2.87 Other:
HOT SITE SERVER	Real time replicated virtual server
APPLICATIONS (Use bold for Hot Site)	All applications running on production server are replicated to Hot Site in real time
ASSOCIATED SERVERS	none

KEY CONTACTS	
Hardware Vendor	IBM, HPE
System Owners	City Of Las Vegas
Database Owner	Tyler Technologies (800-646-2633)
Application Owners	Tyler Technologies (800-646-2633)
Software Vendors	Tyler Technologies (800-646-2633), CDWG (Alex Pas 877-837-2705)
Offsite Storage	Datto Cloud backup storage

BACKUP STRATEGY for SYSTEM TWO	Datto Backup
Dally	Hourly incremental server Backups to on site appliance
Monthly	Every 6 hours incremental cloud backup
Quarterly	Verify backups in cloud

SYSTEM TWO DISASTER RECOVERY PROCEDURE	
<u>Scenario 1</u> Total Loss of Data	With real time incremental server backups taking place the City should never experience total data loss. In the unlikely event of total data loss on both the production and hot site IT Staff will restore the data using the most current monthly cold storage backup.

<p><u>Scenario 2</u></p> <p>Total Loss of HW</p>	<p>Once a disaster is declared and DR Team has notified IT staff, the IT staff will Initiate the failover process making the replicated virtual server at the Police Department the live production server. Once the failover to the replicated server at PD has been completed, IT staff will then start the process of acquiring replacement hardware.</p>
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ADDENDUM

<i>CONTACTS</i>	

Disaster Recovery Plan for Local Area Network (LAN)

SYSTEM	TYLERDB
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OVERVIEW	
SERVER	<p>Location: City Hall server room Server Model: virtual server Operating System: Windows Server 2019 CPUs: 10 Memory: 36Gb Total Disk: 1.5Tb System Handle: TYLERDB System Serial #: DNS Entry: IP Address:10.1.2.176 Other:</p>
HOT SITE SERVER	Real time replicated virtual server
APPLICATIONS (Use bold for Hot Site)	All applications running on production server are replicated to Hot Site in real time
ASSOCIATED SERVERS	none

KEY CONTACTS	
Hardware Vendor	HPE
System Owners	City of Las Vegas
Database Owner	Tyler Technologies (800-646-2633)
Application Owners	Tyler Technologies (800-646-2633)
Software Vendors	Tyler Technologies (800-646-2633), CDWG (Alex Pas 877-837-2705)

BACKUP STRATEGY for SYSTEM TWO	Datto Backup
Daily	Hourly incremental server Backups to on site appliance
Monthly	Every 6 hours incremental cloud backup
Quarterly	Verify backups in cloud

SYSTEM TWO DISASTER RECOVERY PROCEDURE	
Scenario 1 Total Loss of Data	With real time incremental server backups taking place the City should never experience total data loss. In the unlikely event of total data loss on both the production and hot site

	IT Staff will restore the data using the most current monthly cold storage backup.
<u>Scenario 2</u> Total Loss of HW	Once a disaster is declared and DR Team has notified IT staff, the IT staff will Initiate the failover process making the replicated virtual server at the Police Department the live production server. Once the failover to the replicated server at PD has been completed, IT staff will then start the process of acquire replacement hardware.

ADDENDUM

<i>CONTACTS</i>	

Disaster Recovery Plan for Wide Area Network (WAN)

SYSTEM	Plateau Fiber Optics / Centurylink T1 Copper / Ubiquity & Motorola Canopy
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OVERVIEW	
EQUIPMENT	Location: City Hall Server Room Device Type: 500Mb Fiber TLS / 1GB Fiber Internet Model No.: Technical Specifications: Network Interfaces: Power Requirements; System Serial #: DNS Entry: IP Address: Other:
HOT SITE EQUIPMENT	PD 200MB DSL
SPECIAL APPLICATIONS	
ASSOCIATED DEVICES	

KEY CONTACTS	
Hardware Vendor	CXTec (Michele Bull 315-883-3781) refurbished Cisco equipment
System Owners	Fiber circuits (Plateau), T1 circuits (Centurylink), DID (Harris Technology, Airfiber (City))
Database Owner	N/A
Application Owners	N/A
Software Vendors	N/A
Offsite Storage	Router and firewall configurations on IT share drive
Network Services	Plateau, Centurylink

BACKUP STRATEGY for SYSTEM TWO	
Daily	N/A
Monthly	N/A
Quarterly	verify saved configurations

<i>SYSTEM TWO DISASTER RECOVERY PROCEDURE</i>	
<u>Scenario 1</u>	failover to PD DSL
Total Loss of Network	

<u>Scenario 2</u> Total Loss of HW	Provide details
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ADDENDUM

CONTACTS	

Support Systems <date>

Support system	<Provide details>
Critical network assets	<Provide details>
Critical interfaces	<Provide details>
Critical files to restore	<Provide details>
Critical network services to restore	<Provide details>
Other services	<Provide details>

Disaster Recovery Plan for Voice Communications

SYSTEM	Allworx Connect 731 PBX
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OVERVIEW	
EQUIPMENT	Location: City Hall Server Room / PD Device Type: Allworx Connect 731 Model No.: connect 731 Technical Specifications: Network Interfaces: copper RJ45 Power Requirements; 120vac System Serial #: DNS Entry: IP Address:10.1.5.10 Other:
HOT SITE EQUIPMENT	Replacement Allworxs PBX
SPECIAL APPLICATIONS	
ASSOCIATED DEVICES	

KEY CONTACTS	
Hardware Vendor	Harris Technologies
System Owners	City of Las Vegas
Database Owner	N/A
Application Owners	N/A
Software Vendors	Allworx
Offsite Storage	N/A
Network Services	Plateau

BACKUP STRATEGY for SYSTEM TWO	
Daily	N/A
Monthly	N/A
Quarterly	Verify PBX configurations saved in IT share drive

<i>SYSTEM TWO DISASTER RECOVERY PROCEDURE</i>	
<u>Scenario 1</u> Total Loss of Switch	Install replacement PBX in location of failed PBX once a disaster is declared and restore configuration from backup.

<u>Scenario 2</u> Total Loss of Network	Create DR agreement with SIP vendor to reroute City SIP trunk hot site DSL when a disaster involving the total loss of network is declared.
--	---

ADDENDUM

CONTACTS	

Appendix B – Suggested Forms

Damage Assessment Form

Key Business Process Affected	Description Of Problem	Extent Of Damage

Signature

Management of DR Activities Form

During the disaster recovery process all activities will be determined using a standard structure;

Where practical, this plan will need to be updated on a regular basis throughout the disaster recovery period;

All actions that occur during this phase will need to be recorded.

Activity Name:
Reference Number:
Brief Description:

Commencement Date/Time	Completion Date/Time	Resources Involved	In Charge

Signature

Disaster Recovery Event Recording Form

All key events that occur during the disaster recovery phase must be recorded.

An event log shall be maintained by the disaster recovery team leader.

This event log should be started at the commencement of the emergency and a copy of the log passed on to the business recovery team once the initial dangers have been controlled.

The following event log should be completed by the disaster recovery team leader to record all key events during disaster recovery, until such time as responsibility is handed over to the business recovery team.

Description of Disaster:
Commencement Date:
Date/Time DR Team Mobilized:

Activities Undertaken by DR Team	Date and Time	Outcome	Follow-On Action Required

Disaster Recovery Team's Work Completed: <Date>
Event Log Passed to Business Recovery Team: <Date>

Signature

Disaster Recovery Activity Report Form

On completion of the initial disaster recovery response the DRT leader should prepare a report on the activities undertaken.

The report should contain information on the emergency, who was notified and when, action taken by members of the DRT together with outcomes arising from those actions. The report will also contain an assessment of the impact to normal business operations. The report should be given to the business recovery team leader, with a copy to senior management, as appropriate.

A disaster recovery report will be prepared by the DRT leader on completion of the initial disaster recovery response.

In addition to the business recovery team leader, the report will be distributed to senior management

The report will include:

A description of the emergency or incident

Those people notified of the emergency (including dates)

Action taken by members of the DRT

Outcomes arising from actions taken

An assessment of the impact to normal business operations

Assessment of the effectiveness of the BCP and lessons learned

Lessons learned

Signature

Mobilizing the Disaster Recovery Team Form

Following an emergency requiring recovery of technology infrastructure assets, the disaster recovery team should be notified of the situation and placed on standby. The format shown below can be used for recording the activation of the DR team once the work of the damage assessment and emergency response teams has been completed.

Description of Emergency:
Date Occurred:
Date Work of Disaster Recovery Team Completed:

Name of Team Member	Contact Details	Contacted On (Time / Date)	By Whom	Response	Start Date Required

Relevant Comments (e.g., Specific Instructions Issued)

Signature

Mobilizing the Business Recovery Team Form

Following an emergency requiring activation of the disaster recovery team, the business recovery team should be notified of the situation and placed on standby.

The format shown below will be used for recording the activation of the business recovery team once the work of the disaster recovery team has been completed.

Description of Emergency:
Date Occurred:
Date Work of Business Recovery Team Completed:

Name of Team Member	Contact Details	Contacted On (Time / Date)	By Whom	Response	Start Date Required
Relevant Comments (e.g., Specific Instructions Issued)					

Signature

Monitoring Business Recovery Task Progress Form

The progress of technology and business recovery tasks must be closely monitored during this period of time.

Since difficulties experienced by one group could significantly affect other dependent tasks it is important to ensure that each task is adequately resourced and that the efforts required to restore normal business operations have not been underestimated.

Note: A priority sequence must be identified although, where possible, activities will be carried out simultaneously.

Recovery Tasks (Order of Priority)	Person(s) Responsible	Completion Date		Milestones Identified	Other Relevant Information
		Estimated	Actual		
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Signature

Preparing the Business Recovery Report Form

On completion of business recovery activities the BRT leader should prepare a report on the activities undertaken and completed.

The report should contain information on the disruptive event, who was notified and when, action taken by members of the BRT together with outcomes arising from those actions.

The report will also contain an assessment of the impact to normal business operations. The report should be distributed to senior management, as appropriate.

The contents of the report shall include:

A description of the incident

People notified of the emergency (including dates)

Action taken by the business recovery team

Outcomes arising from actions taken

An assessment of the impact to normal business operations

Problems identified

Suggestions for enhancing the disaster recovery and/or business continuity plan

Lessons learned

Communications Form

It is very important during the disaster recovery and business recovery activities that all affected persons and organizations are kept properly informed.

The information given to all parties must be accurate and timely.

In particular, any estimate of the timing to return to normal working operations should be announced with care.

It is also very important that only authorized personnel deal with media queries.

Groups of Persons or Organizations Affected by Disruption	Persons Selected To Coordinate Communications to Affected Persons / Organizations		
	Name	Position	Contact Details
Customers			
Management & Staff			
Suppliers			
Media			
Stakeholders			
Others			

Signature

Returning Recovered Business Operations to Business Unit Leadership

Once normal business operations have been restored it will be necessary to return the responsibility for specific operations to the appropriate business unit leader.

This process should be formalized in order to ensure that all parties understand the change in overall responsibility, and the transition to business-as-usual.

It is likely that during the recovery process, overall responsibility may have been assigned to the business recovery process lead.

It is assumed that business unit management will be fully involved throughout the recovery, but in order for the recovery process to be fully effective, overall responsibility during the recovery period should probably be with a business recovery process team.

Signature

Business Process/Function Recovery Completion Form

The following transition form should be completed and signed by the business recovery team leader and the responsible business unit leader, for each process recovered.

A separate form should be used for each recovered business process.

Name Of Business Process	
Completion Date of Work Provided by Business Recovery Team	
Date of Transition Back to Business Unit Management (If different than completion date)	
<p>I confirm that the work of the business recovery team has been completed in accordance with the disaster recovery plan for the above process, and that normal business operations have been effectively restored.</p> <p>Business Recovery Team Leader Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>(Any relevant comments by the BRT leader in connection with the return of this business process should be made here.)</p>	
<p>I confirm that the above business process is now acceptable for normal working conditions.</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: 10/18/2023

Date Submitted: 10/12/2023

Department: Transportation

Item/Topic: Approval of Fiscal Year 2024 (FY24) Memorandum of Agreement between the New Mexico Department Of Transportation and City of Las Vegas.

This MOA is the agreement between NMDOT and the City of Las Vegas for Section 5311 Grant funding awarded to the City of Las Vegas Transportation Department aka Meadow City Express for FY24. This agreement covers all guidelines of funding and operations as required under NMDOT regulations.

Fiscal Impact: City of Las Vegas agrees to local match as per Section 5311 funding requests.

Attachments: FY24 MOA

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.

Approved For Submittal By:

Reviewed By:



Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



Approval Form

Date Submitted: 10/2/23

Department Submitting: Transportation Submitter: Marcelino Roybal

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: FY24 NMDOT MOA Deadline: 10/13/23

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Please deliver to next step

Comments: For review only. Needs contract number after all signatures.

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes: _____ Date: _____

1 _____ Date _____
City Attorney Review

Approved / Disapproved: *(Reason for Disapproval):* _____

2 _____ Date _____
Finance Director

Approved / Disapproved: *(Reason for Disapproval):* _____

3 _____ Date _____
Leo Maestas, City Manager

Picked Up By *(after CA review):* _____ Date: _____

Hand Delivered By: _____ Date: _____

(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

FISCAL YEAR 2024 (FY 24)
MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF LAS VEGAS

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF LAS VEGAS** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 24

City of Las Vegas	Federal
Administration (80/20) Section 5311	\$ 68,964.46
Operating (50/50) Section 5311	\$ 118,338.00
Capital to Sub-recipient (80/20) Section 5339	\$ -
Total Administration, Operating and Capital	\$ 187,302.46

Vehicle purchase funds that are not obligated by contract by August 31, 2024, may revert to the Department. Capital equipment acquisition funds that are not obligated by contract by August 31, 2025, may revert to the Department. Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2026, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A.**) The Department’s share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and/or non-vehicle capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient is to submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month. Reimbursement requests for non-vehicle capital shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

For Subrecipients that receive capital assistance for vehicle purchases, the Department shall either reimburse the Subrecipient or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within sixty (60) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2023. Costs incurred under this agreement for Administration and Operating expenses from October 1, 2023, to September 30, 2024, are eligible for reimbursement. Vehicle purchase funds obligated by contract by August 31, 2024, are eligible for reimbursement. Capital equipment acquisition funds obligated by contract by August 31, 2025, are eligible for reimbursement. Capital rehab/renovation and construction project funds obligated by contract by August 31, 2026, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.
- G. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- H. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- I. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- J. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- K. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- L. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- M. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- N. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages

arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

- O. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month.
- B. **Vehicle/Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report *all* vehicle/facilities inventories within the BlackCat system as well as updates to the vehicle/facilities inventories as they occur.
- C. **Quarterly Section 5310 Ridership and Vehicle Inventory Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after the quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively. For 4th quarter reports, subrecipients shall upload certificates of insurance documenting compliance with *Section 13. Insurance*.
- D. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- E. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients will submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- F. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15.
- G. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- H. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in Drug and Alcohol Compliance Reviews by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- I. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- J. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient’s fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department’s election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Transit Employee Protection Guidelines.

The Section 5307 Subrecipient agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code. The Subrecipient shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, and protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

32. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.

- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 - 1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

 - 2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.

 - 3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

33. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2023 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

34. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

35. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be

made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

36. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

37. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

38. Clean Water and Air Requirements.

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

39. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

40. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

42. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

43. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a

privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

45. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

46. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,

- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

47. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

48. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

49. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

50. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

51. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.



New Mexico Department of Transportation

CITY OF LAS VEGAS

NMDOT Cabinet Secretary or Designate

Signature

Name/Title (please print)

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

DocuSigned by:

John Howell
Assistant General Counsel
C750CEC1625D488

9/29/2023

NMDOT Assistant General Counsel

Date

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Las Vegas, City of
(ii) Subrecipient's unique entity ID;	K15QJ581EA11
(iii) Federal Award Identification Number (FAIN);	NM-2023-027
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2023 thru 09-30-2024
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$68,964.46 Operating \$118,338.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$68,964.46 Operating \$118,338.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$68,964.46 Operating \$118,338.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5311 Rural Transit Appropriation for FY24 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **CITY OF LAS VEGAS**; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

- a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) Subrecipient implements its Award,
 - (2) Subrecipient undertakes property acquisitions, and
 - (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: City of Las Vegas Transportation

Printed Name of Authorized Representative: _____ 

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for CITY OF LAS VEGAS; hereinafter referred to as “Subrecipient.”

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

X. Reporting

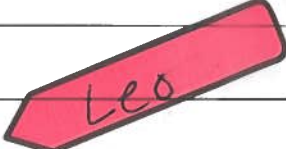
Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

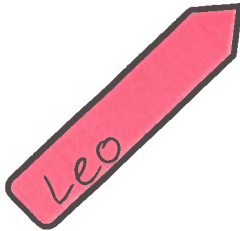
Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:	
Signature of Subrecipient Official	
Phone Number:	
Printed Name of Subrecipient Official	





**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 18, 2023

Date Submitted: 10/12/23

Department: Utilities

Item/Topic: Award RFP #2024-01 for On-Call Sediment Removal Services to North Eastern Construction and GM Emulsion LLC and enter into contract.

Advertised: 07/14/2023: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 08/09/2023

Number of Proposers: 5 – North Eastern Construction
GM Emulsion LLC
Hays Plumbing & Heating, Inc.
Magnum Welding
Boy Blue Construction

Fiscal Impact: Paid for through City funding based on the division requesting services.

Attachments: Proposal opening sheet, proposal received & scoring matrix.

Committee Recommendation: This item was discussed at the October 10, 2023, Utility Advisory Committee Meeting. Committee concurs with awarding.

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 9-Aug-2023

OPENING NO.: 2024-02 ⁰¹ ^{of}


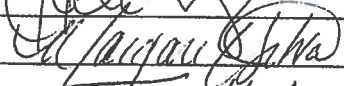

TIME: 2:00 PM

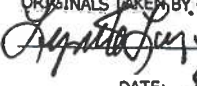
DEPARTMENT: **WATER**


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

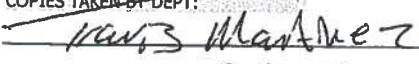
ITEM(S): **ON CALL SEDIMENT REMOVAL SERVICES**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Blue Boy Blue Construction LLC		0	0	✓	✓
2 GM Emulsion		0	0	✓	✓
3 Hays Plumbing & Heating Inc		0	0	✓	✓
4 Northeastern Construction		0	0	✓	✓
5 Magnum Welding & Construction		0	0	✓	✓
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 	CLV Purchasing
2 	CLV INVENTORY
3 	CLV PM
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK: 
DATE: 8/19/23

OPENED BY: FINANCE DEPARTMENT

DATE: 8-9-2023

COPIES TAKEN BY DEPT: 
DATE: 8.9.23



925 Mills Aveue
Las Vegas, NM
Phone: (505) 454-8143
Facsimile: (505) 454-1272
E- mail: necontractors@yahoo.com

Sean Medrano
General Manager/Owner
925 Mills Avenue
Las Vegas, NM 87701

August 08, 2023

RE: On-Call Sediment Removal Services

Opening #: 2024-01

City of Las Vegas

Dear City Clerk,

I submit this letter of transmittal as General Manager and Owner of NorthEastern Construction Company, licensed in the State of New Mexico (NM Lic. 361022), to provide all areas of general construction, emphasizing sediment removal services.

As General Manager and Owner of NorthEastern Construction Company, I am authorized to act on behalf of NorthEastern Construction Company, in all matters, up to and including obligating its services to fulfill the objective of the RFP for On-Call Sediment for the City of Las Vegas.

My full name is Sean Lance Medraon, General Manager & Owner, sean@necbuilders.net, 505-426-7585, NM CID License #361022 (GB98, MM98, MS03), and I am authorized to negotiate the contract on behalf of NorthEastern Construction Co.

As a provision of the RFP, I accept the General Requirements, Scope of Work, and General Terms and Conditions as stated in the RFP **Opening Number 2024-01 with no addendums.**

Sincerely,

Sean L. Medrano
General Manager/Owner
NorthEastern Construction Co.

Company Seal



OFFEROR INFORMATION

OFFEROR: NorthEastern Construction Co.

AUTHORIZED AGENT: Sean L. Medrano
925 Mills Avenue, Las Vegas, New Mexico 87701

ADDRESS: _____

TELEPHONE NUMBER (505) 426-7585

FAX NUMBER (_____) _____

DELIVERY: Hand delivery

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1550454448

NEW MEXICO CONTRACTORS LICENSE NO.: 361022 GB98, MM98, MS03

SERVICE (S): **ON-CALL SEDIMENT REMOVAL SERVICES** THE CITY OF LAS VEGAS
RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY
TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
San Miguel
COUNTY OF _____ }

I, Sean L. Medrano state under penalty of perjury that I am at least 18 years old, and am of 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.

[Handwritten Signature]
Signature

Subscribed and sworn to before me, this 9th day of August, 2023.

(SEAL) STATE OF NEW MEXICO
NOTARY PUBLIC
Diana Sena
Commission Number 1139109
My Commission Expires November 4, 2026

[Handwritten Signature]
Notary Public Signature
My Commission Expires: 11-4-26

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

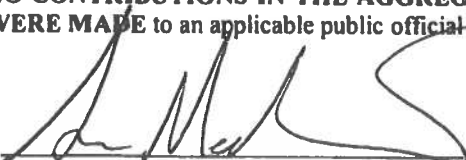
Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature

08-08-2023

Date

General Manager/Owner

Title (Position)

- A) Offeror's Identification
 - a) Notarized Affidavit (attached)
- B) Campaign Contribution (attached)

C) Personnel Experience:

C) General Manager/Owner/Estimator/Chief Contractor/Operator	
Name	Sean L. Medrano
Field	General Construction/Management
Project Role	Completes estimates, conducts negotiations, oversees the operation and overall office management, manages subcontractors, vendors, and equipment, and provides new opportunities for the business.
Degree Type	BA/Management
License	General Construction GB-98/MS-03/MM-98
<p>With over 15 years of experience in the general construction field, Sean's dedication continues to his customers and to his community.</p> <p>NEC maintains two offices, one in Las Vegas and the other in Angel Fire. NEC has continued to expand its building, renovation, roofing, fencing, demolition, heavy equipment operations, and general contractor services to various parts of Northeastern New Mexico, taking on projects from both the residential and commercial sides of the industry.</p> <p>Sean's experience within the general construction field and as an experienced heavy equipment operator provides a wealth of knowledge, resources, and expertise required to accomplish any commercial task. From building large commercial buildings to renovation and restoration, NEC is equipped with experienced crews, required equipment, and materials needed to tackle any task opportunity the City of Las Vegas requires.</p> <p>Having worked on various projects with the City of Las Vegas over the last several years, NEC is committed to the on-call services and looks forward to the continued business relationship.</p>	

Operations Manager	
Name	Gary David Jordan
Field	Operations/Operations Manager
Project Role	<p>Oversee procurement, create estimates to be competitive, track projects, provide progress reports, conduct site visits, liaison w/Architect, customer, and NM CID, and strives for overall optimal performance.</p> <p>Gary is also a seasoned operator and capable of operating all the heavy equipment NEC has in its inventory.</p> <p>Although Gary is better suited for the administrative roles within NorthEastern Construction, he is capable and willing to jump on any of NEC's equipment to fulfill the obligation for the on-call sediment removal services for the City of Las Vegas.</p>
Degree Type/Year	BA, Management, MIS (2006)
<p>With 35+ years of staff and company management, from small business operations to sizeable global operations, Gary is eclectically experienced in business operations with fiduciary responsibility, program management, procurement, and staff management.</p> <p>Gary's experience in the construction business started in the early eighties when he worked for Wallen Construction, which built Rio Rancho homes in the thousands.</p>	

Gary's dedication as the Operations Manager for Northeastern Construction Company will transcend his responsibilities to the City of Las Vegas to ensure projects are operationally optimal.
 From briefing NEC staff to keeping the City of Las Vegas Key Personnel informed of project progress, Gary will endeavor to manage the City of Las Vegas projects that guarantee success and satisfaction.

Office Manager	
Name	Diana Sena
Field	Finance/Office Manager
Project Role	Manage accounts payable, and accounts receivable, track project costs, manage correspondence, help with procurement, report assistance, and office management.
<p>Diana has a wealth of knowledge running a front office, managing financial and accounting functions, and ensuring Northeastern Construction always complies with Federal, State, and Local level regulations.</p> <p>Diana worked for over ten years as a legal secretary for a civil attorney in Las Vegas, New Mexico. She has broad experience in civil, criminal, child custody, divorce, and contract law. Diana has been employed with Northeastern Construction for ~7 years and understands the importance of payroll laws and contract laws and keeps up to date by attending seminars and webinars frequently.</p>	

Senior Site Foreman	
Name	Leonard Casados
Project Role	Project on-site lead, build project following plans, provide on-site supervision, receive materials, ensure appropriate equipment is available, and ensure safety is at the forefront of all work performed.
<p>Leonard is our Senior Site Foreman with over 30 years of construction experience. His "Old School" work ethic and attention to detail reflect the values of Northeastern Construction. Leonard is the Master of his craft and believes in honest, hard day's work. He is a focused employee with a wide variety of skills.</p> <p>We are lucky to have someone like Leonard to ensure we have the ability to complete work for the City of Las Vegas.</p>	

Field Manager and Senior Operator	
Name	Nick Vigil
Field	Operations
Project Role	Overall site management and Senior Operator
<p>Nick is our Field Manager and Senior Operator. With over thirty years of construction and equipment operations, Nick ensures that projects are completed on time and on budget. He directs the NEC Crews, ensures NM CID compliance, and watches the project spending to ensure we are not over budget. You will find Nick working with the crew as he often displays his leadership by example!</p> <p>Nick is a testament to the NEC values and sets his expectations to ensure our customers are fully aware of the day-to-day operations and stage of the project.</p>	

Procurement/Project Manager	
Name	Timothy Fresquez
Field	Operations
Project Role	Procurement and Project Management
<p>Timothy has over thirty years of construction and procurement management. Timothy started off at an early age working as a construction laborer. Timothy progressed in the construction industry with each passing year until he led a crew in constructing new homes in Angel Fire. This led Timothy to his second passion, which is procurement with an Alpine Lumber Company. For the next 15 years, Timothy worked on the procurement side of construction, placing orders for contractors, ordering materials from suppliers, and learning the business side of procurement and purchasing.</p>	

Operator	
Name	Mariano Granado
Field	Operations (Operator)
Project Role	Mariano has over twenty years of experience as a heavy equipment operator. Mariano worked and retired after twenty years of faithful service with the New Mexico Game and Fish. His role was as an operator and transporter of heavy equipment. Mariano is one of four of our operators and will provide exceptional services for the on-call sediment removal services.

D) Licenses: See attached Licensing

E) Experience in Specialized references in scope:

NorthEastern Construction Company has well over five years of experience providing exceptional construction services to the entities listed below. The scope of work has ranged from simple remodels to new builds, snow removal, demolition projects in excess of forty cubic yards, and everything in between.

Please feel free to contact the list of individuals below for confirmation of our extended history working with them, the scope of projects, and their overall satisfaction.

Name	Address	Phone Number
Juan Carlos Fulgenzi	c/o Las Vegas City Schools	505-429-7235
Andrew Duran	c/o San Miguel County	505-429-4836
Jerry Maestas	C/o West Las Vegas Schools	505-429-8780
Sylvia Baca	c/o New Mexico Highlands University	505-426-2048
Peter Mares	c/o San Miguel County	505-718-9917

F) Documentation (Education of education, certificates, and qualifications).

See attached licenses in section "D".

G) Financials

- See attached Bonding letter from USI
- See attached Good Standing Certificate from New Mexico Secretary of State

H) Additional Information (Resident Contract Certificate). *Attached Resident Contractor Certificate attached – it has been renewed and we are awaiting for the new certificate.*

I) Bonding capacity letter is attached in G. Financials. *(Payment and Performance Bond to be issued upon award of project)*

1. Specialized Services as defined in the scope of work:

- NorthEastern Construction Company has over eighteen years of experience in the construction field. The operation of heavy equipment related to various groundwork in various terrains and circumstances gives us an advantage for sediment removal. With four certified operators and various heavy equipment listed below, we are confident we can maintain the scope of work for the on-call sediment removal. NorthEastern Construction worked with the US Forest Services, The NM DOT, San Miguel County, and other agencies to remove sediment from the fires and floods.

NorthEastern Construction Co. Equipment Inventory

2021 Volvo EC35D (excavator)
2021 New Holland C332 (skid steer)
2021 John Deere 650k (Dozer)
2020 Volvo Excavator ECR 88D (excavator)
2020 Volvo Excavator ECR145EL (excavator)
2023 AGROTK Mini Excavator L12
2014 JLG 6042 (sky track)
2017 Volvo L70H (Loader)
2006 Peterbilt 379 (Dump truck)
2000 Volvo ACL64F (Dump truck)

2. Capacity & Capability-

- NorthEastern Construction Company is ready to mobilize and fulfill the duties for the on-call sediment removal project for the City of Las Vegas at a moment's notice.
- Northeastern Construction Company currently employs over 20 full-time employees, owns the heavy equipment required to cover the scope or work for the on-call sediment removal, and is willing to go above and beyond to provide its services for the City of Las Vegas.
- We have a designated crew of Operators who will be assigned to this project. All operators report to the NEC Shop each morning at 7:00 AM and are ready for their assignments.
 - NorthEastern Construction Company is available for on-call services seven days a week and whenever the City of Las Vegas requires our services.
- NorthEastern Construction also has transportation available to mobilize its equipment and personnel to any area within the Las Vegas City limits.

3. Past Record of Performance-

- We worked closely with the US Forest Services, The NM DOT, San Miguel County, and other agencies to remove sediment from the fires and floods and clean up after the devastating fires that affected Las Vegas and the surrounding areas.

See also E., "Experience in Specialized Services referenced in scope."

4. Familiarity of the City of Las Vegas –

- As a Las Vegas Native, Sean is very familiar with the City of Las Vegas and has NEC staff, many of whom were born and raised in this city. All the NEC Staff are familiar with the City of Las Vegas.
- NorthEastern Construction has provided its services for the City of Las Vegas for several years and, to this day, continues to provide construction services.
 - NEC is very familiar with the "system" the City of Las Vegas uses for projects.

5. Current volume of work with the City that is less than 75% complete-

- NorthEastern Construction currently has no work volume with the City of Las Vegas that is less than 75 percent complete.

6. Required certifications – See C. Personnel Experience.

7. Resident Preference –

- NorthEastern Construction is located at 925 Mills Avenue, Las Vegas, NM 87701
- The NorthEastern Construction Shop is located at 207 Chico Drive, Las Vegas, NM 87701
- See attached Residence Preference Certificate

8. Veterans Preference-

- Although not a US Veteran, the Operations Manager for NorthEastern Construction proudly served in the United States Marine Corps!

Susana Martinez
Governor

Katherine C. Martinez
Director

J. Dee Denis Jr.
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **NORTHEASTERN CONSTRUCTION**
PERMANENT LICENSE #361022

Located at: **2325 CHURCH ST, LAS VEGAS, NM 87701**

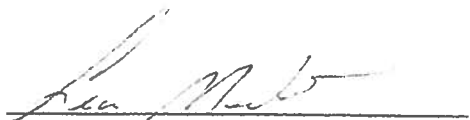
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98, MM98, MS03


And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

03/12/2012



Signature of Contractor



Katherine C. Martinez
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Certificate of Contractor Registration



This is to certify that

Northeastern Construction Company

925 MILLS AVE

LAS VEGAS, NM, 87701-4047

has registered with the Department of Workforce Solutions

Registration Date: 6/23/2022

Registration Number: 002483620120629

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: NORTHEASTERN CONSTRUCTION
COMPANY

DBA: NORTHEASTERN CONSTRUCTION
COMPANY
925 MILLS AVE
LAS VEGAS, NM 87701

Expires: **04-Aug-2023**

Certificate Number:

L1550454448



Stephanie Schardin Clarke

Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



PROTECT. MANAGE. GROW.

USI Insurance Services LLC (New Mexico)
4100 Osuna Rd NE, Suite 2-203
Albuquerque, NM 87109
www.usi.com
Phone: 505.262.2621
Fax: 855.512.3881

August 7, 2023

Re: NORTHEASTERN CONSTRUCTION
Las Vegas, NM

To Whom It May Concern:

We have had the privilege of writing the Bid, Performance and Payment bonds on Northeastern Construction since 2011. Northeastern Construction has demonstrated a proven ability to deliver quality projects on time. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner.

Currently their bonds are provided by AMERICAN ALTERNATIVE INSURANCE COMPANY, an A+ Rated Carrier with a Treasury Listing of \$19,455,000. We have considered bonds in the \$1,000,000 single project and \$1,500,000 aggregate project range for this fine contracting firm.

Formal approval of any and all bonds would be conditioned upon applicable underwriting considerations such as acceptable contract terms, review of bond forms and a favorable review of current underwriting information at the time of the request for the bonds.

Any consideration for such bonds is a matter between the surety and the principal and this is not to be construed as a commitment to provide bonds at this time.

We welcome direct inquiries from clients regarding this fine contracting firm.

Sincerely yours,

USI Southwest, Inc.

A handwritten signature in blue ink, appearing to read 'Dean E. Vigil', with a stylized flourish at the end.

Dean E. Vigil



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

NorthEastern Construction, Company

4825101

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Profit Corporation, under the

Business Corporation Act

53-11-1 to 53-18-12 NMSA 1978

having filed its Articles of Incorporation on January 24, 2018, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **May 1, 2023**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0075957

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under **Certificate Validation**.

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Aug 9, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

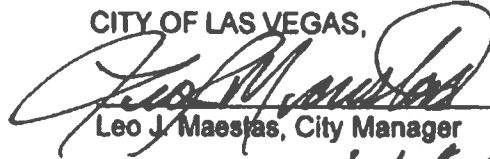
ON-CALL SEDIMENT REMOVAL SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE. LAS VEGAS. NM 87701

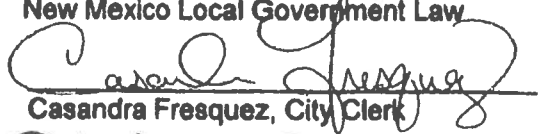
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ON-CALL SEDIMENT REMOVAL SERVICES** Opening No. 2024-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,


Leo J. Maestas, City Manager


New Mexico Local Government Law


Casandra Fresquez, City Clerk


Tasha Martinez, Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2024-01

Date Issued: July 10, 2023

Published: Las Vegas Optic July 14 2023
Albuquerque Journal July 14 2023
www.lasvegasnm.gov July 14 2023

OFFEROR INFORMATION

OFFEROR: GM EMULSION, LLC

AUTHORIZED AGENT: Gabriel Martinez

ADDRESS: 5935 Agua Fria Street, Santa Fe, NM 87507

TELEPHONE NUMBER (505 -)471 - 9981

FAX NUMBER (505 -)471 - 9983

DELIVERY: As Requested

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0509300144

NEW MEXICO CONTRACTORS LICENSE NO.: 370602

SERVICE (S): **ON-CALL SEDIMENT REMOVAL SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

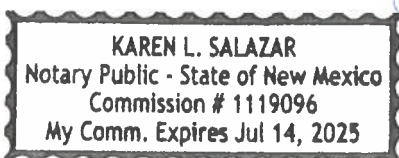
COUNTY OF Santa Fe }

I, Gabriel Martinez state under penalty of perjury that I am at least 18 years old, and am of 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.

[Handwritten Signature]
Signature

Subscribed and sworn to before me, this 9th day of August, 2023.

(SEAL)



[Handwritten Signature]
Notary Public Signature
My Commission Expires: 7-14-2025

AWARDED PROPOSAL:

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE:

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Aug 9, 2023; 2:00 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for **TBD, 2023**. The successful offeror will be notified by mail.

ENVELOPES:

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

COPIES:

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS:

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICK-BACK:

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

RESPONSIBILITY OF OFFEROR:

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

NON-COLLUSION:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: 27-1902307

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

SPECIAL NOTICE:

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals **will not** be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals **are not** public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION:

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT:

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

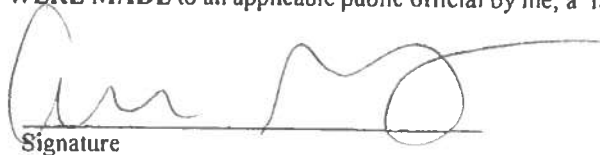
(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature

8/9/2023
Date

Vice President
Title (Position)

REQUEST FOR PROPOSALS FOR ON-CALL SEDIMENT REMOVAL SERVICES

The City of Las Vegas, New Mexico is requesting proposals for on call sediment removal services defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform and provide On Call Sediment Removal Services for the City of Las Vegas on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The primary responsibility of the Contractor will be to remove an identified accumulation of sediment in different sections of Gallinas river channel or any reservoirs as specified by the City of Las Vegas.
2. The Contractor will be responsible for excavating/removing, transporting, off-loading, and delivery of spoils to their disposal site.
3. Contractor will be responsible for meeting all regulatory or permitting requirements.
4. Mobilize all necessary equipment, personnel, tools, labor, and material necessary for performance of the work to the site. Provide all temporary facilities and controls necessary for personnel and equipment to execute the work in a safe, lawful, and efficient manner and necessary to protect existing facilities, utilities, and designated resources.
5. The Contractor shall provide water control provisions which account for the potential for variable conditions in the diversion area, including the potential for rapid increase in flows. It is the Contractor's sole responsibility for the control of water in and around the work area.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: 1 original (1) & Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked "**PROPOSAL FOR ON-CALL SEDIMENT REMOVAL SERVICES**" on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based

upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas** - Offeror’s familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00

per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide six (6) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit).

Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
 - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal

in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.

- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.

- b. **Laws and Regulations:** The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OF CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable
 - 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their

qualifications, their approach to the project and their ability to furnish the required services.

2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror

concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).

- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment

13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are

hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.

- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
Subtotal Proposals for Scope of Services	<u>100</u>	

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **G M EMULSION, LLC**

DBA: **G M EMULSION, LLC**
5935 AGUA FRIA ST
SANTA FE, NM 87507-9030

Expires: **23-Jul-2024**

Certificate Number:

L0509300144



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: G M EMULSION, LLC

DBA: G M EMULSION, LLC
5935 AGUA FRIA ST
SANTA FE, NM 87507-9030

Expires: **12-Aug-2024**

Certificate Number:

L0878292400



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



8/9/2023

City Clerk's Office
City of Las Vegas
1700 N Grand Ave,
Las Vegas, NM 87701

Reference: ON-CALL SEDIMENT REMOVAL SERVICES

Opening No. 2024-01

Subject: CRITERIA FOR ACCEPTANCE AND EVALUATION

To Whom It May Concern:

GM Emulsion LLC has read the Scope of Work in the Request for Proposal for On-Call Sediment Removal Services, and understand the duties for this service. We have the experience and done the similia projects. Here are the qualifications for your evaluation.

1. **Specialized Services as defined in the scope of work** – Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.

GM Emulsion, LLC specializes in providing top quality service in general building and road construction through-out the state of New Mexico. Established in 2008 conducting construction projects in Santa Fe and surrounding areas. Our key employees have worked in the construction industry for 20+ years. We take a total project approach and prospective providing our clients with exactly what they want. We provide services for new construction and repair of commercial, industrial and residential buildings, roads, driveways and parking lots. Our company is known throughout New Mexico for our high-quality work.

2. **Capacity & Capability** - Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner.

GM Emulsion, LLC (GME) takes great pride in completing projects on time and within budget constraints. This is accomplished during the planning and negotiating period for each project. Realistic timelines and realizing budget constraints at the beginning of a project allows GME to deliver a satisfactory product and experience for our clients. These projects were completed on time and within budget without issues during or after the warranty period. Good communication and excellent client project management during construction allows for minimal or no punch list items. Our subcontractors were not called back within or after the warranty period. GME is always willing to perform additional work to complete projects to the satisfaction of our clients. We have a "get it done right the first time" attitude. GME is known



for quality work at reasonable prices. We vet our suppliers considering quality products as well as mindfulness of costs to clients and taxpayers.

3. **Past Record of Performance** – Offeror should provide a list of references with names and phone numbers.

The projects listed below were completed for New Mexico public entities under similar on-call contracts and/or price agreements.

- **Salvador Perez Park Improvement**
City of Santa Fe – On Call Contract
Owner: City of Santa Fe Parks and Recreation
Jason Kluck, Project Manager
505-955-5937
Project Scope: Demolition, Earthwork, Curb & Gutter, Sidewalks & Asphalt Paving
- **Pavement resurfacing Projects**
Department of Military Affairs – On Call Contract
Owner: NM National Guard in Santa Fe, NM
Manny Martinez
505-577-1572
Project Scope: Milling, Overlay and Asphalt Paving
- **La Cueva Water Tanks**
Sandoval County – On Call Contract
Owner: SC Public Works
Rio Rancho, NM
James Maxon-Fire Chief
505-934-8788
Project Scope: Erect 2-25,000-gallon tanks, pump house, plumbing, hydrants, concrete footings, concrete drive pads, asphalt parking lot, drainage swales
- **Rodeo Road**
City of Santa Fe – On Call Contract
Owner: City of Santa Fe Road Maintenance
Dave Katinack, Project Manager
505-955-5937
Project Scope: Demolition, Earthwork, Curb & Gutter, ADA Ramps, Storm Drain Improvements, Sidewalks, Asphalt Paving & Striping

4. **Familiarity of the City of Las Vegas** – Offeror’s familiarity with the area the project is located and the system to which the work pertains.

GM Emulsion has been working in the City of Las Vegas for quite few years. Here are some projects we just completed.

- County Club Drive Project (Mills Ave – 4th St.) – PO #231642 date 4/28/2023
Scope of work: Obliterating old road and replace with 3” asphalt paving





Completion in May 2023

- Pecos St. Utility Repair – PO#230192 dated 7/14/2022
Scope of work: 2" Cold milling asphalt removal and haul off, 2" new asphalt placement
Completion in July 2022
- Ward 1 – Bernalillo St. from Hotsprings to New Mexico Ave – PO #221637 date 5/13/2022
Scope of work: Remove and haul cold milling asphalt, and place 2" asphalt paving
Completion in September 2022

5. **Current volume of work with the City that is less than 75% complete** – The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience

Please review attached resumes for Project Manager and Project Superintendent.

7. **Resident Preference** – Offeror's proximity to the City of Las Vegas

Please see attached NM State Residence Certificate.

8. **Veterans Preference** – Business owners' status as a US Military Veteran.
Not Applicable

Respectfully,

A handwritten signature in blue ink, appearing to read 'Michelle Martinez', is written over a light blue horizontal line.

Michelle Martinez,
President
GM Emulsion, LLC



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Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Gabriel Martinez

Professional Summary

Customer-oriented Project Manager with 18 years' experience focused on increasing production, minimizing downtime and costs and maximizing overall efficiency. Adaptive and deadline-oriented with capacity to execute and complete multiple projects in high-stress environments.

Work History

GM Emulsion, LLC - Vice President Operations

Santa Fe, New Mexico

02/2008 - Current

- Monitored project costs, developed job cost forecasts, managed cash flow and approved invoices for payment.
- Orchestrated projects within strict timeframes and budget constraints by employing critical thinking to solve complex problems and working closely with senior leaders.
- Created full-scope cost estimates for bid builds and designed build projects.
- Identified plans and resources required to meet project goals and objectives by setting realistic timelines and checkpoints.
- Completed projects on time and under budget.
- Assessed engineering documentation to determine order of construction operations.
- Supervised job site employees and subcontractors to ensure optimal productivity.
- Reduced excess spending by effectively utilizing given resources.

- Operated wide variety of equipment including power saws, sanders, grinders, cranes drill press, forklift and basic hand tools.
- Accurately estimated time and materials costs for projects.
- Measured out jobs and calculated materials needed.
- Informed supervisors when machines needed major service.
- Hired and oversaw subcontractors covering disciplines such as electrical and plumbing installation.
- Operated equipment such as oil distributor and heavy equipment.
- Tracked income, labor and expenses via QuickBooks spreadsheets, and generated weekly reports.
- Participated in safety meetings and assisted the asphalt crew by answering questions from staff members.

gabriel@gmemulsion.com

(575) 840-9709

47 Paseo De Martinez, SANTA FE, NM
87507-9030

Skills

- Operational oversight
- Performance monitoring
- Project Management
- Budget administration
- Operations Management
- Budgeting
- Business development
- Project development
- Heavy equipment operation
- Construction background
- Project estimation and bidding
- Safety program understanding
- Safety and compliance

Education

1995

University High School

Roswell, NM

High School Diploma

Certifications

OSHA 30

Fire Extinguisher

First Aid/CPR

Traffic Control

Blue Collar Construction - Road Construction Superintendent

Las Cruces , New Mexico

01/2006 - 02/2008

- Scheduled subcontractors, consultants, and vendors to ensure timely completion of projects.
- Coordinated required inspections with local jurisdictions.
- Trained general contractors on company protocol and led quality assurance initiatives, maintaining high customer satisfaction ratings.

- Assisted in budgeting, bidding and the award of subcontractors.
- Held construction progress and regular status meetings with the project team.
- Developed and executed pre-construction milestones on the project schedule.
- Interviewed, hired and trained new workers.
- Communicated daily with vendors to keep project fully operational.
- Put together estimates, specifications and other project documents.
- Increased customer satisfaction ratings by resolving all issues professionally and in a timely manner.

- Operated commercial vehicle to transport equipment and job-specific machinery to and from job sites.
- Maintained and cleaned equipment after each job and inspected.
- Operated wide variety of equipment including power saws, sanders, grinders, cranes drill press, forklift and basic hand tools.
- Operated oil distributor, heavy equipment and transports to complete jobs in a timely and safe manner.

Holly Frontier And Refinery - Oil Distributor Operator

Artesia, NM

01/2004 - 01/2006

- Oil distributor operator for New Mexico region
- Responded to customer requests via telephone and email.
- Obtained documents, clearances, certificates and approvals from local, state and federal agencies.
- Copied, logged and scanned supporting documentation.
- Monitored permitted space for worker safety and hazards.
- Followed standards and procedures to maintain safe work environment.
- Attended monthly safety meetings to ensure machine operation safety.

Licencing

GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09,
GS08, GF09, GS08

Fred S. Marquez

1236 Reynosa Loop SE • Rio Rancho, New Mexico 87124 • (505) 306-4706
zeuqram_derf@yahoo.com

Relevant Skills

In depth knowledge of Public Works administration and asset infrastructure. Extensive experience in facilities construction and maintenance projects, transportation construction practices, policies and procedures for roadway construction. Wide-ranging experience in civil engineering practices and procedures. Very knowledgeable in State and Federal Procurement. Experienced in developing, reading, analyzing and correcting building construction plans and road construction plans. Well versed in reading, writing and analyzing project specifications and contracts. Several years of experience with federal RFP's, ITB's, contracts administration and grants writing. Expertise with landfill operations and environmental regulations. Annual participation in preparing ICIP and planning for long term plans, goals and objectives for the Federal, State and Local Government projects.

Research and grant writing for discretionary funding sources and programs such as Federal Grants for Public Infrastructure, HSIP funding, TAP funds, FLAP funding, etc. Grant Administration and Construction Project Management.

Project consultation, estimating, scheduling, coordination with clients, contractors and subcontractors.

Outstanding interpersonal, motivational and presentation skills. Analytical, articulate and diligent.

Core Competencies

Budget Planning and Cost Control
Project Leadership
Project Development
Project Estimating
Microsoft Powerpoint
ArcMap 10.2.2 (GIS)

Strategic Planning
Quality Control
Grant Writing
Environmental Compliance
Microsoft Project
Autocad Civil 3D

Process Improvement
Client Relations
Schedule Compliance
Microsoft Excel
Microsoft Word
Autocad Revit

Education

West Mesa High School-Graduated

UNM-Civil Engineering, Continuing Education Courses-Business Management, Professional and Business Speaking, Accounting and Technical Writing

Phoenix Institute of Technology-Graduated, 2-year program in architectural design

Albuquerque Technical Vocational Institute-AutoCad I&II-Graduated

Certifications/Training

Certified Storm water Inspector
Certified Erosion Inspector
Certified SWPPP Developer
Drone Mapping for Solid Waste Facilities
OSHA 30

NPDES Construction Inspection
Project Management
Pipeline Emergency Response
NMED Water Quality Testing and Sampling
CPR Certified

Accomplishments

Experience Summary:

My current daily accountability requirements demand close coordination between scheduled activities with 50 employees, at least 10 government agencies, contractors, subcontractors and other clients in oversight and completing projects with multi-million-dollar budgets.

I am responsible for estimating, submitting bids, contract administration, crew scheduling, equipment scheduling, supervising crews (40 employees, supervising office staff (10 employees), daily reporting to project clients, ordering materials such as base course, asphalt, and all other building materials associated with road construction, take-offs for driveways, parking lots, and heavy civil/highway construction.

I report to the owners of the company several times a day to report progress, project issues and solutions as well as location of crews equipment and daily changes in production.

During the past 30 years I have acquired considerable experience in the oversight of public works infrastructure and facility projects from funding research to acquiring funding and managing projects through the process of planning, design, construction and follow up maintenance for State and Local Government infrastructure projects as well as private developers which includes roads, bridges, utilities, environmental compliance and building facilities.

I have been involved with the United States Environmental Protection Agency and the New Mexico Environmental Department for water quality requirements relating to industrial, solid waste, commercial and residential storm water runoff permitting.

I coordinated work in tandem with more than 20 State, Local, Tribal and Federal agencies to manage issues affecting infrastructure and policies.

I work closely with Federal, State, and Local Governments to help them meet their facility and road construction project needs. I currently have on-going projects with Los Alamos National Laboratories, Sandoval County Fire Department, Sandoval County Public Works, Taos County, Santa Fe County, City of Santa Fe, and NMDOT.

I have many years of experience supervising and coordinating contractors to achieve maximum benefit of all my projects relating to public funding.

Throughout my career I have designed several public utility and residential subdivision projects and taken them through the process of permitting and construction. I have an excellent grasp on what is involved with capital infrastructure and structures from initial design, estimating, bidding to ground breaking, construction and final closeout documents. I have been through the process of FHWA, NMDOT, State and Local audits on several projects with no issues on record keeping or financial issues. All of my projects have passed audits and been reimbursed at 100% with Federal and State funding when local funding was not sufficient to fund the entire project.

For the past twenty seven years I have been working in a civil engineering environment. I am very familiar with APWA requirements for Design and Construction, the AASHTO Green book for Highway Design, and the NMSHTD Standard Specifications for Highway and Bridge Construction. I am very proficient in the preparation of construction documents for small utility replacement projects as well as complete bid packages for large-scale highway projects and land development projects.

I have experience in conducting property owner interviews as well as question and answer sessions during public hearings.

I am currently responsible for the estimating and oversight of public utility and public facility construction for the afore mentioned entities. I research funding opportunities, apply for grants and budget our federal, state and local funding for our roads, bridges and facilities. I perform construction inspection, construction project design and coordination, project management and construction contract administration. I meet frequently with land developers, engineers, contractors, consultants and the general public. I am directly responsible to NMDOT, City of Rio Rancho, FHWA and other small cities within the County for the compliance of engineering plans and specifications with City standards, codes and general requirements. I have been the enforcement agent for the County during construction and permitting processes. I review all contracts relating to GM Emulsion construction and professional services.

I write several Grant applications every year to secure funding for the County's roadways, bridges and community facilities.

In 2012, Sandoval County was awarded a TIGER IV Grant in the amount of \$5 million. I worked closely with FHWA, the Navajo Department of Transportation, Bureau of Indian Affairs, NMDOT District 6, our Congressional Delegation, and several Navajo Nation Chapter Houses as well as small local communities to get support for the grant application.

The original award was for 5.5 miles of roadway rehabilitation. Because of my ability to schedule, coordinate and cooperate with our funding agencies and contractors, we were able to rehabilitate 7.0 miles of roadway and finish 6 months ahead of schedule and \$268,000.00 under budget.

I received the "2014 FHWA Award for Excellence" from the United States Department of Transportation and the New Mexico Federal Highway Administration for the successful management of the TIGER IV Grant.

Recent Project Experience:

For all the projects below, I was responsible for all planning, construction, scheduling, budgets, environmental requirements, and owner inspections.

**Project Manager/Project Superintendent
Kirtland Air Force Base MUNS Haul Road**

In a highly secure area on the Kirtland Air Force Base, we built a 3-Mile Road with drainage structures.

The complete scope of work was to perform a full depth reclamation of the existing roadway, widen the road from 14' wide to 24' wide, remove all existing drainage structures and replace them with new corrugated metal pipe with headwalls on the upstream and downstream sides. We used recycled base course to widen the road and change the elevations to meet current FP-14 specifications. We placed geo-grid under the 12" of base course and paved 6" of SP-IV HMA on top of the base course.

We coordinated with KAFB staff and engineers to resolve issues with solutions that kept the project under budget and within the time limits required by our contract.

Project Manager/Project Superintendent
NMDOT 599-84/285 Off Ramp

This project was completed 6 months ahead of schedule and under budget. In order to accomplish this condensed timeline, I worked closely with NMDOT staff and engineers to re-phase the construction sequencing. This allowed us to build the new ramp while the existing ramp was in full operation.

The scope of work was to build a new off-ramp and acceleration lane along with 4,950 linear feet of concrete wall barrier. There was over 200 linear feet of storm drain pipe, drop inlets and 450 linear feet of rock lined and concrete swales. I managed three subcontractors, 3 in-house crews (Earthwork, Concrete, Asphalt) and was responsible for the project estimate, contracts, subcontracts, submittals, certificates of compliance and all other closeout documents required by NMDOT.

Project/Construction Manager/Grant Writer
Torreón Road Rehabilitation (TIGER GRANT)

I worked closely with FHWA, Navajo Department of Transportation, NMDOT, Bureau of Indian Affairs and several other agencies to gain support and to get letters to the United States Department of Transportation to obtain funding for this project.

I wrote and submitted the Grant and upon award of the grant I managed the finances from beginning to closeout and Federal Audit. There were no findings in the audit.

The original award was for 5.5 miles of roadway rehabilitation. Because of my ability to schedule, coordinate and cooperate with our funding agencies and contractors, we were able to rehabilitate 7.0 miles of roadway and finish 6 months ahead of schedule and \$268,000.00 under budget.

I was responsible for the entire project from design to closeout.

I was responsible for the construction management and inspection as well as the funding oversight with FHWA.

Project/Construction Manager
La Plazuela (Local and State Funding)

La Plazuela is a 72 acre, County owned, property. The property houses the SC administration complex, judicial complex, transit facilities and SC health complex.

I was responsible for the construction management of the 82,000 square foot Administration Building as well as the construction /project manager for the Rio Metro Transit facility on this site.

During the construction of these two facilities, the County also placed the utility infrastructure for the entire site for future development. The construction included electricity, sanitary sewer, water, Storm drain and communications infrastructure; roadway curb and gutter and paving.

All of these projects ran concurrently. I was responsible for these projects from beginning to end. All of the projects were on time and under budget.

Project/Construction Manager
Garcia Bridge

Garcia Bridge was a project where the crossing under the bridge would fill up with sediment from monsoon rains and block the road. This created a travel hazard for local residents as they would get stuck in the mud every time there was a significant rainfall event. The roadway was realigned to allow for the water to follow the natural course of flow. The bridge was replaced with 3-96" culverts which were strategically placed in an area where the existing trees and natural vegetation would keep the bank of the arroyo intact so as to prevent future wash-outs.

As the PM on the project, I worked directly with the Bureau of Land Management to obtain Rights of Way as well as Environmental clearances. I designed, scoped and bid the project in accordance with New Mexico State procurement laws. I was on the job site for the duration of the project and due to compaction and soil issues was forced in to some significant field changes. The changes had a minimal cost impact to the project but had these construction errors not been noticed, the project would have failed after the first significant flow.

Project/Construction Manager

El Zocalo Sena Building Improvements

The Sena Building is located on the historic El Zocalo site. Prior to construction, there were trees growing from the old dilapidated roof, the adobe walls were deteriorating and water was eroding the walls at the top of the footings. The skylights were leaking and destroying the wood tongue and groove ceiling on the interior of the building. The windows were broken out and the wood casings were failing.

With a limited amount of legislative funding, I was able to coordinate with several contractors to get a new TPO roof to replace the tar and gravel roof, remove the skylights, repair all of the exterior walls and stucco the entire building. All 23 windows were replaced and the old wood barn door was replaced by a hand crafted barn door. There was a six foot wide apron/sidewalk installed to keep water away from the building.

My goal with the funding was to get the building 'dry' again to stop the deterioration. That goal was achieved.

We are currently seeking legislative funding to begin phase two of the project which will restore the interior of the building.

Employment History:

Senior Project Manager/Project Superintendent/Estimator/Contracts Administrator, GM Emulsion LLC,
Santa Fe, New Mexico, Present

Project Manager, Sandoval County, Rio Rancho, New Mexico, 2007-2018

Construction Project Manager, Huitt-Zollars, Inc., Rio Rancho, New Mexico, 2004-2007

Senior Civil Designer, Huitt-Zollars, Inc., Rio Rancho, New Mexico, 2002-2004

Senior Civil Designer, Harding ESE, Albuquerque, New Mexico, 2001-2002

Civil Designer, The Louis Berger Group, Albuquerque, New Mexico, 1998-2001

Engineering Technician II, D. Mark Goodwin & Associates, Albuquerque, New Mexico, 1995-1998

Surveying Technician, Harris Surveying, Albuquerque, New Mexico, 1993-1995

Architectural Draftsman, Weston Whitfield & Associates, Laguna Beach, California, 1990-1993

Surveying Technician, Santiago Romero & Associates, Albuquerque, New Mexico 1987-1990

PROPOSAL

COPY

RFP NUMBER 2024-01

On-Call Sediment Removal Services

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

HAYS PLUMBING & HEATING, INC.
600 RAILROAD AVENUE, LAS VEGAS, NM 87701
505 425-7535
Email: hays_plumbing@hotmail.com

August 9, 2023

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Section B- *Campaign Contributions Disclosure Form*

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Section D- *Licenses*

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Section F-

- 1) *Quality Assurance Program*
- 2) *Affidavit on Non-Violation of Labor Costs*
- 3) *Affirmative Action Statement*

Section H

- 1) *Bonding Insurance Company Information*
- 2) *Hays Profile*
- 3) *Hays Warranty Letter*
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OFFEROR INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER (____) _____

DELIVERY: 600 Railroad Ave Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

SERVICE (S): **ON-CALL SEDIMENT REMOVAL SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

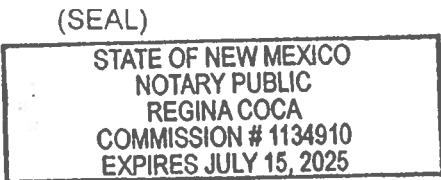
STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 9 day of August, 2023.



Regina Coca
Notary Public Signature
My Commission Expires: July 15, 2025

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature Gordon Hays

08/09/2023
Date

President
Title (Position)

Personnel Experience: (resumes available upon request)

Hays assigned Project Manager / Foreman/ Superintendent have the following minimum qualifications and experience: at least 10 years' experience in the construction history of 15+ years. Have experience in many construction types as identified in project listing. Experience as a Project Manager/ Foreman/ Superintendent on one or more construction projects Valued at \$1.7 million or more.

Employees (include but not limited to):

Jason Ole Dale

Licenses and Certificates:

Plumbing License #8243, Classifications MM98, GB98, GF-9
Journeyman Plumber License #JPG 5867
SMAW-AWS Pipe & Plate Welding

Work Experience:

Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)
Project Estimator & Supervisor
Journeyman Plumber & Gas Fitter

Randy J. Hays

Licenses and Certificates

Journeyman Plumber – 1993 License #06836
Journeyman Gas Fitter – 1993 License #06836
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98
General Contractors License – w/Hays GB98
Trench Shoring Certified – 2000
Certified Welder #9764- 1993
Well Drillers License #WD 585
Commercial Driver's License
Geothermal Certified

Work Experience

Project Estimator & Supervisor
Supervisor/Foreman – Several Plumbing Projects
Well Drilling Supervisor
Equipment Operator Excavator Backhoe Dozer Drilling Rig Trencher

Joe A. Aragon, III

Licenses and Certificates

Journeyman Plumber – 1994 License #09974
SMAW Welding & Inspection Specialist – 2009
Trench Shoring Certified – 2023

Work Experience

Plumber Foreman

Brian M. Coca

Licenses and Certificates

Trench Shoring Certified – 2023
Commercial Driver's License

Work Experience

Supervisor/Foreman – Several Utilities Projects
Proficient in operating small, medium, and heavy-duty equipment
Experienced mechanic with diesel or gas engines
Experienced welder (Arc and Mig welders)
Skilled in transporting equipment
Experience with installation and maintenance of culverts
Experience with cement work, carpentry, and plumbing
Equipment Operator which include Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift,
Forklift, Dump Truck, Bulldozer, Tractor

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY
HAYS RANDY
DALE JASON OLE
HAYS HOWARD L.

EXPIRES

08/31/2024

CLASSIFICATION(S)

ES01, ES03, ES04, ES05
ES06 GA01, GB98, GF02
GF03, GF04, GF05, GF09
GF98 MM98



Alan Chisley
DIRECTOR

This card is the property of the CEI and must be surrendered upon demand.

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

LF

LICENSE NUMBER

15877

HAYS PLUMBING & HEATING INC

600 RAILROAD

LAS VEGAS, NM 87701

Alan Chisley
DIRECTOR



EXPIRES

06/30/2024

CLASSIFICATION(S)

04, 05, 04, 05

This card is now and shall remain property of Construction Industries Division and shall be surrendered at any time upon demand.

CITY OF LAS VEGAS, NEW MEXICO
BUSINESS LICENSE/REGISTRATION

BUSINESS: HAYS PLUMBING & HEATING, INC.

LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021

2022

2017

2020

2018

2019

APPROVED

COMMUNITY DEVELOPMENT

BUSINESS OWNER

2023

LAS VEGAS
NEW MEXICO

Old Trails, New Adventures

Tonita Gurulé-Girón

Tonita Gurulé-Girón
MAYOR

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
RESIDENT CONTRACTOR CERTIFICATE

ISSUED TO: HAYS PLUMBING & HEATING INC
DBA: HAYS PLUMBING & HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: 24-Feb-2024

License Number

11061474736

Suparna Sanyal
Suparna Sanyal, Clerk
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/3/2023

Registration Number: 002369720111209

This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>

Current Projects

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2023	Name: State of New Mexico Address: Telephone:	Name: Company: Telephone:	\$ 429,507.00	5%	Coyote Creek State Park
2023	Name: San Miguel County Address: Telephone:	Name: Company: Telephone:	\$ 431,436.00	0%	SMC NE Regional Crisis & Treatment Center
2023	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 106,770.00	5%	Tucumcari Baseball Field
2022	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-461-0181	\$ 1,266,760.47	80%	Hot Springs Boulevard Water and Sewer Utility Improvements
2022	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 1,086,444.00	5%	Tucumcari ES HVAC Replacement
2021	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Company: Hartman+Majewski Design Group Telephone:	\$ 1,176,308.00	50%	NM State Police - District 1 Headquarters
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	50%	Taos County CN 5100750 Utility Work

Previous Experience with Similar Projects

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Scope of Work	Institution Satisfactory with Project
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$313,741.00	NMDOT Lift Station Improvements Utility Work	Very happy with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$314,300.00	Dee Bibb Lift Station Improvements Utility Work	Very satisfied with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-538-5395	\$1,791,000.00	National Avenue/Bridge Street Improvements Utility Work	Very pleased with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$319,394.00	Detention Center Lift Station Rehabilitation Utility Work	Very happy with the work that was performed by our company
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$2,464,915.00	LVCS Los Ninos Phase 2 Plumbing and Utilities	Very pleased with the work that was performed by our company
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$219,444.30	West Las Vegas Baseball Field Complex Drainage Project Excavation	Very delighted with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$507,429.45	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work	Very happy with the work that was performed by our company

Previous Experience with Similar Projects

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Scope of Work	Institution Satisfactory with Project
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$76,500.00	Solid Waste Facility Fire Suppression Project Fire Suppression System	Very pleased with the work that was performed by our company
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work	Very delighted with the work that was performed by our company
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	Village of Maxwell Well Equipment- Utility Work	Very pleased with the work that was performed by our company
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$ 3,206,385.00	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work	Very delighted with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742 Telephone:	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work	Very satisfied with the work that was performed by our company
2019	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144 Telephone: 505-896-8769	Name: Nathan Roberts Company: Bohannon Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work	Very thankful with the work that was performed by our company



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
hays_plumbing@hotmail.com



Quality Assurance Program

Hays Plumbing has provided its clients with over 59 years of quality products and services. Hays Plumbing's commitment to quality begins with the company officers and extends to every member of Hays Plumbing's staff. Hays Plumbing's staff's common goal is to provide a quality service every time. Hays Plumbing's staff works diligently to build confidence and long-lasting relationships with its clients, suppliers, and subcontractors. Hays Plumbing's staff works to fulfill the needs of its clients and ensure adherence to accepted standards, codes, and practices applicable to the work performed.

Quality and Safety

Hays Plumbing takes quality and safety seriously. Hays Plumbing has a Quality Control Plan to ensure that all work it does will be performed in accordance with the requirements established for the task or project. The plan ensures that there is a process in place to comply with the established requirements for each task or project. Hays Plumbing staff is committed to reporting any deficiencies discovered as a result of the client's, designated representative, or Hays staff's checks or tests of the work performed. The deficiencies will be brought to the attention of the appropriate individual and steps will be taken to correct the deficiencies.

Hays Plumbing management and staff work diligently to promote a culture of safety. Hays Plumbing's safety program exceeds the minimum requirements for both state and federal OSHA programs. Hays Plumbing's employees undergo regular training and re-certification. Hays Plumbing has trained employees that monitor each phase of the installation, so every step is observed for quality and accuracy.

Hays Plumbing is committed to:

- Full and open communication with our clients and/or their designated representatives
- Adherence to the tasks or projects agreed upon
- Adherence to generally accepted standards, codes and practices
- Professionally executed services and projects
- Professional and ethical conduct

Hays Plumbing utilizes a quality assurance program which includes:

- Utilizing a recognized apprenticeship programs for plumbing
- Reviewing code and specifications
- Inspecting & testing materials to ensure conformance with the project requirements
- Ensuring that all personnel performing the work are properly qualified and certified as per the project specifications
- Installing materials and equipment using best practices
- Conducting testing procedures,
- Tracking project schedules
- Inspecting and testing installed equipment

Hays Plumbing's staff are assigned to each task or project takes ownership of the projects assigned from inception to completion of the task or project.

AFFIDAVIT OF NON-VIOLATION OF LABOR COSTS

Name of Firm: HAYS PLUMBING & HEATING, INC.

Address: 600 RAILROAD AVENUE – LAS VEGAS, NM 87701 505 425-7535

PROJECT: On-Call Sediment Removal Services Opening number 2024-01

OWNER: City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701

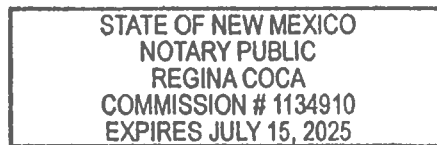
The undersigned officer of HAYS PLUMBING & HEATING, INC., hereby states that HAYS PLUMBING & HEATING, INC. has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

GORDON HAYS, PRESIDENT
Name and Title

Gordon Hays
Signature

NOTARY

STATE OF New Mexico
COUNTY OF San Miguel



Signed or attested before me, this 9 day of August, 2023.

MY COMMISSION EXPIRES:

July 15, 2025

Regina Coca
Notary Signature



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
hays_plumbing@hotmail.com



Affirmative Action Statement

Hay's Plumbing is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, sexual orientation or gender identity or any other status protected by law.

This policy applies to all employees and applicants for employment, and to all personnel decisions and related practices within the Company, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, and return from layoff. Hay's Plumbing makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the Company's business.

Hay's Plumbing has assigned an Affirmative Action Officer to manage Hay's Plumbing equal employment and affirmative action compliance program. All managers and supervisors will take an active part in the Company's affirmative action program to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Hay's Plumbing will solicit the cooperation and support of all employees for the Company's nondiscrimination policy. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the Company's equal employment/affirmative action program.

The Company does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant.

Gordon Hays

President

DOWNEY & COMPANY
CONTRACT BONDS AND INSURANCE

March 16th, 2023

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern,

Our office has provided bonds for Hays Plumbing & Heating, Inc. in excess of fifteen years. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of Hays Plumbing & Heating, Inc. we have established a bond line in the amount of \$5,000,000.00 single project with an aggregate limit of \$8,000,000. The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety at the time the bonds are requested.

They have approximately 74% of their bonding capacity available at this time.

Should you require any further information regarding Hays Plumbing & Heating, Inc., please do not hesitate to contact our office.

Sincerely,

Roger N. Downey

Subscribed and sworn to before me, a Notary Public in and for the State of New Mexico, County of Bernalillo, this 16th day of March, 2023.


Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Maria Y. Ankeny
Commission No. 1098199
June 18, 2023



Hays Plumbing & Heating, Inc.
 600 Railroad Avenue
 Las Vegas, NM 87701
 Phone (505) 425-7535



PROFILE

DATE: January 2023

Plumbing & Heating Contractors, and Well Drilling Co.

New Mexico CID License #8243- Class. EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF02, GF98, MM98 --- LP #15877

Well Drilling License #WD-585 & WD-1720

NM DOL #002369720111209

NM Resident Contractors 07C48

NM Resident Contractor Certificate L1061474736

City of Las Vegas Business License #0917

NM Inc #0504837

Date of Incorporation = 1/1/64; 59 years in business. DUNS/SAM# 064910391
 State of Incorporation is New Mexico # 0504837 ----- CAGE # 6ZLM0

Federal ID# 85-0168958

NM State # 01-705574-001

SURETY: Downey & Company, Albuquerque, NM @ 800-635-9802

BANK: Community First Bank, Las Vegas, NM @ 505-425-7584 Mike Fields
New Mexico Bank and Trust, Albuquerque, NM @ 505-830-8102

MAJOR MATERIAL SUPPLIERS:

Dahl, Inc. (Plumbing) – Santa Fe, NM 800 274-2704

2M Co, Inc. (Well Pumps/Equipment) – Albuquerque, NM 800 344-8238

Ferguson (Utilities Materials) -Albuquerque, NM 505-345-0171

ARCHITECTS:

Molzin Corbin 505-242-5700

Albuquerque, New Mexico

Wilson & Company Engineers 505-348-4000

Albuquerque, New Mexico

GENERAL CONTRACTORS:

Franken Construction Co. 505-425-7578

Las Vegas, New Mexico



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
hays_plumbing@hotmail.com



Sample Warranty Letter

Date: August 2023

Project: On-Call Sediment Removal Services Opening number 2024-01

Owner: City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701

In compliance with the project specifications, HAYS submits its guarantee of equipment, materials and workmanship furnished by HAYS PLUMBING & HEATING., are free from defect in workmanship and material for a period of ONE (1) YEAR beginning **DATE OF SUBSTANTIAL COMPLETEION** or **DATE OF EQUIPMENT START-UP RUNNING**.

Equipment and materials furnished by OTHERS, but installed by HAYS PLUMBING & HEATING, INC., are not covered by this warranty, except for the installation work performed by HAYS PLUBMING & HEATING, INC., and/or HAYS' Sub-Contractors.

Ordinary wear is not covered by this warranty. The Owner's abuse, neglect or failure to perform recommended maintenance procedures will void this warranty.

Should any problems occur during the specified warranty period, due to faulty equipment materials or workmanship, HAYS PLUMBING & HEATING, INC. will correct the problem(s), without charge to the satisfaction of the Owner.

Gordon Hays, President

STATEMENT OF QUALIFICATIONS

1) **Firm Name:** HAYS PLUMBING & HEATING, INC.

Type of Firm: Corporation Year Firm was established: 1964

2) **LICENSING (See Section D):** New Mexico Contractor's License, which is current and in Good standing with the State of New Mexico Construction Division (CID).

3) **EXPERIENCE:**

- a. List of experience of projects completed and current: **See Section E**
- b. The average annual amount of construction/plumbing work performed in the past five years.
\$ 7,000,000.00

4) **CAPACITY AND CAPABILITY TO PERFORM THE WORK:**

- a. Resources: Total number of current employees:

Project Managers	<u>3</u>
Estimators	<u>2</u>
Foremen	<u>6</u>
Tradesman	<u>15</u>
Administration	<u>8</u>
Other	<u>4</u>

5) **SAFETY**

- a. Hays Plumbing & Heating, Inc. has a written safety program compliant with current State Regulations.
- b. Hays Plumbing & Heating, Inc. is free of committing serious or willful violations of federal or state Safety laws as determined by a final non-appealable decision of a court or government agency.

6) **INSURANCE and CLAIMS HISTORY (See Section H)**

- a. Hays Plumbing & Heating, Inc. is free of any judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party.
- b. Hays Plumbing & Heating, Inc. during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity.
- c. Hays Plumbing & Heating, Inc. the ability to provide the required insurance in the limit stated in any project documents (General Liability and Comprehensive Auto) at \$1 Million per occurrence and \$1 Million in the aggregate.

7) **FINANCIAL STABILITY**

a. For purposes of determining if our company capacity and ability to perform financially, Hays Plumbing can provide upon request their most current financial statement, preferably audited, including your company's latest balance sheet and income statement.

8) **QUALITY ASSURANCE (See Section H)**

a. Hays Plumbing & Heating, Inc. does have a Quality Assurance/Quality Control (QA/QC) Manager? Name: Jason Dale Years with Firm: 59 years
Job Title: Vice-President/Project Administrator Years in position: 40+

9) **OTHER INFORMATION**

Certify and/or documentation that the firm possesses the necessary equipment, Financial resources, technical resources, management, professional and craft Personnel resources and other required capabilities to successfully perform the Contract, or will achieve same through its pre-listed subcontractors.

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Gordon Hays, President
Name and Title

HAYS PLUMBING & HEATING, INC.
Firm Name

Gordon Hays
Signature

600 Railroad Avenue Las Vegas, NM 87701
Address of Firm

Email Address: hays_plumbing@hotmail.com

Phone Number: 505-425-7535

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Aug 9, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

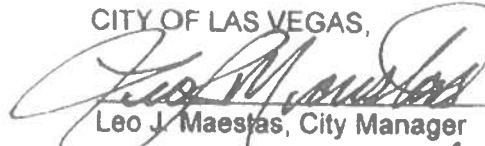
ON-CALL SEDIMENT REMOVAL SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

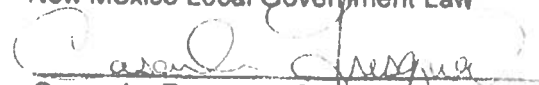
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ON-CALL SEDIMENT REMOVAL SERVICES** Opening No. 2024-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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


CITY OF LAS VEGAS,


Leo J. Maestas, City Manager


New Mexico Local Government Law


Casandra Fresquez, City Clerk


Tasha Martinez, Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2024-01

Date Issued: July 10, 2023

Published: Las Vegas Optic July 14, 2023
Albuquerque Journal July 14, 2023
www.lasvegasnm.gov July 14, 2023

OFFEROR INFORMATION

OFFEROR magnum welding & Construction

AUTHORIZED AGENT Jake Jimenez

ADDRESS 95 CR A-1 Sapello, NM 87745

TELEPHONE NUMBER (575) 403-5580

FAX NUMBER () N/A

DELIVERY 95 CR A-1 - Sapello, NM 87745

STATE PURCHASING RESIDENT CERTIFICATION NO N/A

NEW MEXICO CONTRACTORS LICENSE NO 394169

SERVICE (S): **ON-CALL SEDIMENT REMOVAL SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

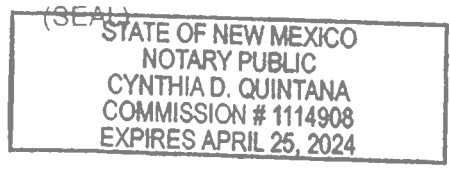
STATE OF New Mexico

COUNTY OF San Miguel

I, JAKE Jimenez state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal, or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract, or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 9th day of August, 20 23



[Signature]
Notary Public Signature
My Commission Expires 4.25.24

AWARDED PROPOSAL:

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE:

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Aug 9, 2023, 3:00 pm, at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for **TBD, 2023**. The successful offeror will be notified by mail.

ENVELOPES:

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

COPIES:

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS:

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICK-BACK:

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

RESPONSIBILITY OF OFFEROR:

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

NON-COLLUSION:

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER 46-1815294

SOCIAL SECURITY NUMBER: _____

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

SPECIAL NOTICE:

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals **will not** be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals **are not** public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION:

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7), discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT:

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR

Contribution Made By _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made

Amount(s) of Contribution(s)

N/A

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative


Signature

8/9/23
Date

President/owner
Title (Position)

REQUEST FOR PROPOSALS FOR ON-CALL SEDIMENT REMOVAL SERVICES

The City of Las Vegas, New Mexico is requesting proposals for on call sediment removal services defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform and provide On Call Sediment Removal Services for the City of Las Vegas on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The primary responsibility of the Contractor will be to remove an identified accumulation of sediment in different sections of Gallinas river channel or any reservoirs as specified by the City of Las Vegas.
2. The Contractor will be responsible for excavating/removing, transporting, off-loading, and delivery of spoils to their disposal site.
3. Contractor will be responsible for meeting all regulatory or permitting requirements.
4. Mobilize all necessary equipment, personnel, tools, labor, and material necessary for performance of the work to the site. Provide all temporary facilities and controls necessary for personnel and equipment to execute the work in a safe, lawful, and efficient manner and necessary to protect existing facilities, utilities, and designated resources.
5. The Contractor shall provide water control provisions which account for the potential for variable conditions in the diversion area, including the potential for rapid increase in flows. It is the Contractor's sole responsibility for the control of water in and around the work area.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: One (1) & Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked "**PROPOSAL FOR ON-CALL SEDIMENT REMOVAL SERVICES**" on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based

upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas** - Offeror's familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**- The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas.
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor.

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00

per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide six (6) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit)

Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
 - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal.

in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.

- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.

- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project

6.2.7 REJECTION OF CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978)

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS.

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable
 - 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their

- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror

qualifications, their approach to the project and their ability to furnish the required services.

2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect

13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978)
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must*, *shall*, *will is required* or *are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can*, *may*, *should*, *preferably* or *prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are

hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.

- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
Subtotal Proposals for Scope of Services	<u>100</u>	

Magnum Welding & Construction
P.O. BOX 3330
LAS VEGAS, NM 87701
575-403-5580



RECEIVED
Aug 09 2023
CITY OF LAS VEGAS
PURCHASING DEPT.

ESTIMATE # 1739
DATE 08/08/2023

ADDRESS

City of Las Vegas -
1700 N Grand Ave
Las Vegas, New Mexico
87701

	ON-CALL SEDIMENT REMOVAL			
08/08/2023	LONG REACH EXCAVATOR - OPERATOR / HOUR	1	375.00	375.00
08/08/2023	EC 300 EXCAVATOR- 67,000LB - OPERATOR / HOUR	1	275.00	275.00
08/08/2023	L-150 LOADER 50,000LB - OPERATOR / HOUR	1	225.00	225.00
08/08/2023	LEIBHERR 736 DOZER 42,000LB- OPERATOR / HOUR	1	225.00	225.00
08/08/2023	TRACTOR/ENDDUMP - DRIVER / HOUR	1	130.00	130.00
08/08/2023	TRACTOR/ENDDUMP - DRIVER / HOUR	1	130.00	130.00
08/08/2023	DISPOSAL FEES / TON	1	50.00	50.00
08/08/2023	MOBILIZATION / DE- MOBILIZATION	1	5,500.00	5,500.00

DIVERSION SEDIMENT REMOVAL

TOTAL

\$6,910.00

Accepted By

Accepted Date

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Aug 9, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ON-CALL SEDIMENT REMOVAL SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE. LAS VEGAS, NM 87701

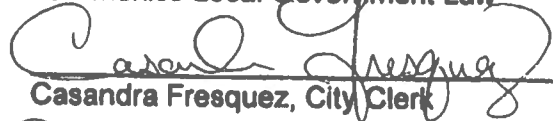
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ON-CALL SEDIMENT REMOVAL SERVICES** Opening No. 2024-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,


Leo J. Maestas, City Manager


New Mexico Local Government Law


Casandra Fresquez, City Clerk


Tasha Martinez, Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2024-01

Date Issued: July 10, 2023

Published: Las Vegas Optic July 14 .2023
Albuquerque Journal July 14 .2023
www.lasvegasnm.gov July 14 .2023

AWARDED PROPOSAL:

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE:

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Aug 9, 2023; 2:00 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for TBD, 2023. The successful offeror will be notified by mail.

ENVELOPES:

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

COPIES:

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS:

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICK-BACK:

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

RESPONSIBILITY OF OFFEROR:

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

OFFEROR INFORMATION

OFFEROR: Boy Blue Construction, LLC

AUTHORIZED AGENT: Jason Sanchez

ADDRESS: P.O. Box 6723

TELEPHONE NUMBER (505) 362-8673 Albuquerque NM 87197

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 383177 G1398

SERVICE (S): **ON-CALL SEDIMENT REMOVAL SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Jason Sanchez state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 9th day of August, 2023.

(SEAL)
STATE OF NEW MEXICO
NOTARY PUBLIC
Serena Aragon
Commission No. 1138525
August 10, 2026

[Signature]
Notary Public Signature
My Commission Expires: 8/10/26

NON-COLLUSION:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: 47-1102-6341

SOCIAL SECURITY NUMBER: 525-49-4991

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

SPECIAL NOTICE:

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals **will not** be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals **are not** public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION:

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT:

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: NONE
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

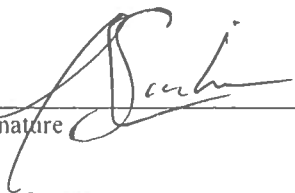
(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature
owner
Title (Position)

8-9-23
Date

REQUEST FOR PROPOSALS FOR ON-CALL SEDIMENT REMOVAL SERVICES

The City of Las Vegas, New Mexico is requesting proposals for on call sediment removal services defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform and provide On Call Sediment Removal Services for the City of Las Vegas on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The primary responsibility of the Contractor will be to remove an identified accumulation of sediment in different sections of Gallinas river channel or any reservoirs as specified by the City of Las Vegas.
2. The Contractor will be responsible for excavating/removing, transporting, off-loading, and delivery of spoils to their disposal site.
3. Contractor will be responsible for meeting all regulatory or permitting requirements.
4. Mobilize all necessary equipment, personnel, tools, labor, and material necessary for performance of the work to the site. Provide all temporary facilities and controls necessary for personnel and equipment to execute the work in a safe, lawful, and efficient manner and necessary to protect existing facilities, utilities, and designated resources.
5. The Contractor shall provide water control provisions which account for the potential for variable conditions in the diversion area, including the potential for rapid increase in flows. It is the Contractor's sole responsibility for the control of water in and around the work area.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.
The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.
- 2.2 Submittal of Proposals: 1 original (1) & Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PROPOSAL FOR ON-CALL SEDIMENT REMOVAL SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based

upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas** - Offeror’s familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00

per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide six (6) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit).

Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
 - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal

in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.

- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.

- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OF CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable
 - 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their

qualifications, their approach to the project and their ability to furnish the required services.

2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror

concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).

- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment

13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are

hereafter amended. All such statues and ordinances are incorporated by reference to this agreement.

- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
Subtotal Proposals for Scope of Services	<u>100</u>	



BOYBLUE-01

RDIOSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2023

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

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

PRODUCER WAFD Insurance Group, Inc. 5601 Office Blvd NE Suite 400 Albuquerque, NM 87109	CONTACT NAME: Colleen Watson PHONE (A/C, No, Ext): (505) 369-1900 E-MAIL ADDRESS: colleenw@wafdinsurance.com FAX (A/C, No): (505) 899-7014
INSURED Boy Blue Construction, LLC PO Box 6723 Albuquerque, NM 87197	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: New Mexico Mutual Casualty Company 40627 INSURER C: INSURER D: INSURER E: INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X OCCUR	CSU0207327	4/11/2023	4/11/2024	EACH OCCURRENCE \$ 1,000,000	
						CLAIMS-MADE X	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	0107320.101	11/5/2022	11/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$					
	EXCESS LIAB CLAIMS-MADE	AGGREGATE \$					
	DED RETENTION \$	\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	0107320.101	11/5/2022	11/5/2023	X PER STATUTE OTH-ER \$ 1,000,000	
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

GEN'L AGGREGATE LIMIT APPLIES PER:
X POLICY **PRO-JECT** **LOC**
OTHER:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is held as additional insured, primary & non-contributory, when required by written contract, in accordance with the blanket additional insured endorsement on the General Liability policy.

CERTIFICATE HOLDER 	CANCELLATION 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
-----------------------------------	--

CONTRACTORS BONDING SERVICE

4927 Prospect Ave NE, Albuquerque, NM 87110
 Local: 505-883-3885 Toll Free: 800-942-3212 Fax: 505-883-4226
 www.contractorsbondingnm.com

Invoice: 4-18114

BH

Wednesday, August 9, 2023

Jason Sanchez
 BOY BLUE CONSTRUCTION, LLC
 PO Box 6723
 ALBUQUERQUE, NM 87197

Thank You for choosing Contractor's Bonding Service. Enclosed is one bond for your file and one for PSI.

Thank you for choosing Contractors Bonding Service, Inc. If you have any questions please call.

Bond #	Premium	Effective Date	Renewal Date
W150203463	(\$10,000) Ten Thousand and 00/100	8/26/2014	08/31/2026

3 year code compliance bond

3 year code compliance bond
 to coincide with license

CONTRACTORS BONDING SE
 4927 PROSPECT AVE NE
 ALBUQUERQUE, NM 87110

08 09 2023 08:44:15

CREDIT CARD
 VISA SALE

Card #: XXXXXXXXXXXX6644
 Network: VISA
 SEQ #: 3
 Batch #: 223
 INVOICE: 3
 Approval Code: 909044
 Entry Method: Manual
 Mode: Online
 Tax Amount: \$0.00
 Avs Code: NYZ
 Card Code: M

Amount

\$250.00

\$250.00

\$250.00

\$1.00

Total \$989.00

Paid: \$989.00

Balance Due: \$0.00

SALE AMOUNT \$251.00

Please make payment pa

CUSTOMER COPY

Bonding Service



Affiliated with Construction Seminars, Inc.

SCORING MATRIX
RFP 2024-01 On-Call Sediment Removal Services

	Boy Blue Construction	GM Emulsion	Hays Plumbing & Heating	North Eastern Construction	Magnum Welding & Construction
1. Specialized Services as defined in the Scope of Work 25 points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---22 Evaluator #2---23 Evaluator #3---22 Evaluator #4---22 Evaluator #5---20	Evaluator #1---23 Evaluator #2---25 Evaluator #3---24 Evaluator #4---23 Evaluator #5---24	Evaluator #1---21 Evaluator #2---20 Evaluator #3---18 Evaluator #4---20 Evaluator #5---22
2. Capacity and Capability 25 points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---20 Evaluator #2---22 Evaluator #3---22 Evaluator #4---20 Evaluator #5---23	Evaluator #1---15 Evaluator #2---16 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---24 Evaluator #2---22 Evaluator #3---23 Evaluator #4---23 Evaluator #5---23	Evaluator #1---22 Evaluator #2---20 Evaluator #3---20 Evaluator #4---20 Evaluator #5---20
3. Past Record and Performance 20 Points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---15 Evaluator #2---17 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---12 Evaluator #2---16 Evaluator #3---15 Evaluator #4---10 Evaluator #5---12	Evaluator #1---16 Evaluator #2---16 Evaluator #3---17 Evaluator #4---16 Evaluator #5---15	Evaluator #1---10 Evaluator #2---13 Evaluator #3---10 Evaluator #4---13 Evaluator #5---12
4. Familiarity with City of Las Vegas 15 Points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---12 Evaluator #2---14 Evaluator #3---10 Evaluator #4---12 Evaluator #5---13	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---15 Evaluator #2---15 Evaluator #3---14 Evaluator #4---15 Evaluator #5---13	Evaluator #1---12 Evaluator #2---12 Evaluator #3---10 Evaluator #4---12 Evaluator #5---10
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
6. Resident/Veterans Preference 5 Points	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0
Totals	75	395	375	460	367
	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---77 Evaluator #2---83 Evaluator #3---77 Evaluator #4---77 Evaluator #5---81	Evaluator #1---74 Evaluator #2---80 Evaluator #3---77 Evaluator #4---72 Evaluator #5---72	Evaluator #1---93 Evaluator #2---92 Evaluator #3---93 Evaluator #4---92 Evaluator #5---90	Evaluator #1---75 Evaluator #2---75 Evaluator #3---68 Evaluator #4---75 Evaluator #5---74
	15%	79%	75%	92%	73%



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 18, 2023

Date Submitted: 10/12/23

Department: Community Dev.

Item/Topic: Discussion and Direction of funding for the Samaritan House.

The Samaritan House provides shelter, food and clothing to the homeless during the winter months between October and April

Fiscal Impact:

Attachments:

Committee Recommendation:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this 21st day of December 2022 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333 per month, from December 21st, 2022 through May 30, 2023, not to exceed \$50,000.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. Term. This Agreement shall be valid through May 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

6. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to Samaritan. The City's decision as to whether sufficient appropriations or authorizations are available shall be accepted by Samaritan and shall be final.

7. Subcontracting. Samaritan shall not subcontract any portion of the services to be performed under this Agreement, unless specified herein or with the prior written approval by the City.

8. Assignment. Samaritan shall not assign or transfer any interest in this Agreement, or assign any claims for money due, or to become due, under this Agreement without the prior written approval of the City.

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Subsequent Injury Act and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. Non Agency. Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

17. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement, is binding between the City and Samaritan.

18. Applicable law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its ‘public employees,’ as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary under this Agreement.

22. Miscellaneous. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Work. Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

- A. Sleeping accommodations from 2200 hrs. to 0630 hrs.
- B. The provisions of dinner and breakfast,
- C. Clothing, and hygiene items as necessary.
- D. Referral to the appropriate resource as requested by the guest.

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guest access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Manager and Finance Department a monthly report outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

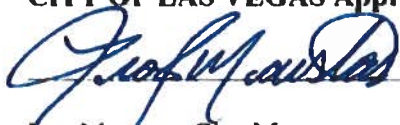
Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:



Leo Maestas, City Manager

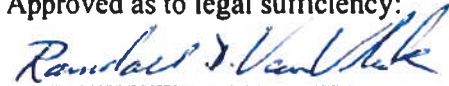
Date: 12/22/22

Attest



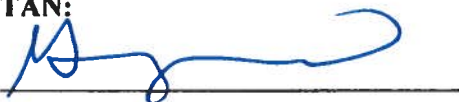
Casandra Fresquez, City Clerk

Approved as to legal sufficiency:



SAMARITAN:

Signature:



Printed Name: George Lyon Title: E.D.

Email address: george@fox Lyon.org

Date: 12/29/22

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:



Date: 12/22/22

Leo Maestas, City Manager

Attest  12/22/22

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

SAMARITAN:

Signature: _____

Printed Name: _____ Title: _____

Email address: _____

Date: _____



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

Date Submitted: 12/15/22

Department Submitting: Executive Submitter: April Gonzales

Documents To Be Reviewed: Samaritan House Contract

Deadline: 12/16/22

Submitter Comments: _____

Received by Human Resource: DA Date: 12/15/22

HIR Comments: We will need this reviewed and sent back to us by 12/16/22 as we need to put this on next week's agenda.

The following is the approval order: (Please circle either approved or disapproved)

Approved / Disapproved: (Reason for Disapproval): _____

Changes: Please remove the Date: 12.16.2022

Randall Van Vleet
Attorney Review

_____ Date

Approved / Disapproved: (Reason for Disapproval): final sentence of para #5.

2
Finance Director

_____ Date

Approved / Disapproved: (Reason for Disapproval): _____

3
Leo Maestas, City Manager

_____ Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

***This form must be submitted with an Attorney Review prior to review and approval by City Manager. If there is no Attorney Review, it will not be processed until this step is completed.**



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 21, 2022

Date Submitted: 12/15/22

Department: Executive

Item/Topic: Discussion/Consideration of the Samaritan House contract.

At the December 14, 2022 Council Meeting, the Council gave direction that the Samaritan contract be revised and then reviewed by legal counsel and brought back to next week's council meeting, December 21, 2022.

Fiscal Impact: \$50,000

Attachments:

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.

Approved For Submittal By:

Reviewed By:

Department Director

D. Chow 12/15/22

Finance Director (Deputy)

Reo Maestas

City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: November 8, 2023

Date Submitted: 10/11/23

Department: Executive

Item/Topic: Appointment of Timothy Montgomery as Finance Director.

Fiscal Impact: \$80,000.00 annual salary

Attachments:

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____