



REQUEST FOR PROPOSALS

RFP: 2025-29

Assessment and Monitoring Services for Disaster Debris and Hazard Tree Removal

City of Las Vegas, New Mexico

RFP Issue Date: May 16, 2025

PROPOSAL DUE: Thursday, May 29, 2025

Submission: 1 Original and 5 copies of Proposal

Submission Method: Proposals must be submitted by mail or delivered to the Clerk's Office

Cassandra Fresquez, City Clerk:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Contact for Questions:

For inquiries regarding this RFP, contact:
Theresa Cordova, Chief Procurement Officer
1700 North Grand Ave, Las Vegas, NM 87701
(505) 454-1401(Ext. 1106)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals **2:00 pm, May 29th, 2025**, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Assessment and Monitoring Services for Disaster Debris and Hazard Tree Removal

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 **Assessment and Monitoring Services for Disaster Debris and Hazard Tree Removal Opening No. 2025-29**; 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,

Acting City Manager

Attorney

Casandra Fresquez, City Clerk

Morris Madrid, Finance Director

Theresa Cordova, Chief Procurement Officer

Opening No. 2025-29

Date Issued: May 7th, 2025

Published: Las Vegas Optic, 2025

Albuquerque Journal, 2025

www.lasvegasnm.gov, 2025

OFFEROR INFORMATION

OFFEROR:

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **Debris Removal Services for Disaster Debris and Hazard Tree Removal**

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 _____ }

COUNTY OF _____ }

I, _____ 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

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

(SEAL)

Notary Public Signature

My Commission Expires: _____

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: **May 29th, 2025; 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, 2025**. 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: _____

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.

Section 1

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

Section 1

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)

Section 1 --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 Date

Title (Position)

STATEMENT OF NON-COLLUSION

By Submission of the Proposal of Proposal, the proposer certifies that:

1. This proposal or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of proposals or proposals for this project, to any other proposer, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
4. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the proposer as well as to the person signing in its behalf;
5. That attached hereto (if a corporate proposer) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this proposal or proposal on behalf of the corporate proposer.

Company Name

Address

Signature

Title

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that the Contractor, the Contractor principals, and any other entities owned or controlled by Contractor or Contractor's principal(s):

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local instrumentalities or being awarded a contract funded by a federal grant.
2. Have not within the last (5) years been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1 of this certification; and
4. Have not within the last (5) years had one or more transactions terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this Proposal and/or termination of the award.

Name and Title of Authorized Representative

Signature of Authorized Representative Date

€ I am unable to certify to the above statements. My explanation is attached.

Additional Contract Terms for FEMA Public Assistance Grant Funded or Assisted Projects for Non-Federal Entity

The City of Las Vegas, New Mexico, referred as Non-Federal Entity ("NFE") is utilizing FEMA Public Assistance Grant Funds and in accordance with Federal regulations incorporates these Contract Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program as part of the contract. (Note: All such terms are also applicable to all appropriate subcontractors):

- a. *Equal Employment Opportunity*** — Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*** Where applicable, all contracts and subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

c. *Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

If the Contract and Subcontracts are in excess of \$150,000, the Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the NFE and understands and agrees that the NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the NFE and understands and agrees that the NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. *Debarment and Suspension (Executive Orders 12549 and 12689)*

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the NFE. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the NFE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor must complete attached Certification.

f. Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

g. Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the State, NFE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the NFE and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

j. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

l. §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

m. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

n. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the NFE, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the NFE or acquires on its behalf a license of the same scope as for data first produced in the performance of

this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the NFE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the NFE.

***o.* 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew 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. As described in Public Law 115-232, section 889, 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

I. SCOPE OF WORK

Purpose and Overview

The City of Las Vegas New Mexico ("City") requests proposals from qualified consultants for Disaster Debris Monitoring Services in the event of a natural or human-caused disaster as directed by the City. This solicitation by the City will result in the selection of a qualified and experienced consultant (hereinafter "Consultant") to monitor disaster generated debris removal and lawful disposal from public rights of way and other public property/areas designated as eligible by the City.

The objective of the RFP is to secure the services of a qualified, experienced consultant capable of efficiently monitoring large volumes of disaster-generated debris removal and disposal activities from a large geographical area in an accurate, timely and cost-effective manner. The successful consultant must be capable of assembling, directing, and managing a work force that can perform the monitoring services during the preplanning, preparedness, and training times as well as through the duration of the debris removal and disposal operations.

It is the intent and purpose that this RFP promotes competitive selection. It shall be the proposer's responsibility to advise the City if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a sole source.

A. Project Description

The City is seeking proposals for Disaster Debris Monitoring Services including the monitoring of Debris Management Sites (DMS) to assist the City with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced consultant to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public rights-of-way, on site and at DMS within the City's incorporated areas after a natural or human-caused disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Consultant who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Consultant must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in an efficient manner. The selected Consultant will be expected to meet any necessary deadlines related to data reporting to ensure accuracy of tracking debris volumes in a timely manner as directed by the City. The Consultant's personnel must be familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Debris Monitoring Guide and the Program and Policy Guide (PAPPG).

The successful Consultant must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines, and operating policies. The successful Consultant will support the City during disaster recovery efforts and will be responsible for all aspects of the debris monitoring process. The selected Consultant shall coordinate with the disaster debris removal Contractor(s) and the City to ensure a compliant, soundly managed, organized and well- documented approach to debris collection and disposal within FEMA guidelines.

The selected Consultant will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Debris Monitoring Guide (March 2021)
- FEMA Public Assistance Program and Policy Guide (PAPPG)

B. Activization/Mobilization

When a major disaster occurs or is imminent, the City will contact the Consultant and provide a Notice to Proceed to activate the contract. Monitoring Services will generally be limited to monitoring debris in, upon, or brought to public streets and roads, rights-of-way, public parks and facilities, and other public sites as approved by the City.

The Monitoring Services Consultant will begin coordination with the City and its Debris Removal Contractor as directed by the City.

The Consultant shall have a maximum of 48 hours from delivery of Notice to Proceed by the City to respond and accept. Failure to respond in the time allowed may result in the selection of another Consultant.

The Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the City's preapproved debris management sites or landfill sites. The Consultant will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

C. Pre-Event Requirements

The Consultant will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Consultant will, at no cost to the City:

- Provide City's full-time personnel and employees for any company engaged by the City to remove debris with a half-day for debris management training session. The training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual planning meetings with City's representative and debris removal Contractor(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, OMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, debris removal Contractor Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the City's Representative, and other related services as outlined in this Scope of Services, and as directed by the City.
- Stay abreast of changes to FEMA Grants Portal and current PAPPG debris removal and monitoring guidelines.

D. Post-Event Requirements

Consultant will assist with load inspections for storm debris cleanup being performed by one or more debris removal contractors or City agencies.

Consultant shall supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Consultant shall remove and replace employees immediately upon notice from the City Debris Manager for conduct or actions not in keeping with this contract.

E. Debris Monitoring and Administration

1. The Consultant will provide debris monitors and debris monitoring services to assist the City with monitoring the operations of the City's debris removal Contractor(s). The debris monitoring services to be provided are debris removal Contractor compliance monitoring and oversight, not professional engineering services. The City will provide a representative (hereinafter City's Representative) to work directly with the Debris removal

Contractor and the Consultant. The City will make the Consultant aware of debris management sites (DMSs) and landfill sites for disposal of the storm debris. If additional DMS's are needed, the Consultant will coordinate with Debris Removal Contractor to secure additional sites. The Consultant shall be responsible for verifying that all DMSs are properly permitted and compliant with all regulations.

2. The Consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the City. The Project Manager shall always remain on the job and available to the City during the operational phases of the debris collection and disposal project. The Consultant shall supply enough trained debris monitors and field supervisors to accommodate the volume of debris to be removed at loading sites and OMS or final disposal sites. The Consultant shall remove and replace employees immediately upon notice from the City's Representative for conduct or actions not in keeping with the Agreement.
3. Examples of project management and administrative responsibilities include but are not limited to:
 - Coordinate daily briefings with key operational staff, City staff, and debris removal Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal Contractor(s) and the debris management operation.
 - Provide a daily report of debris removal Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the City's Representative or designee.
 - Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 - Hire, train, deploy and supervise all field collection monitors and staff.
 - Conduct debris surveys and perform debris estimation by debris types as requested by the City.
 - Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
 - Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims because of debris removal. The Consultant shall maintain a detailed GIS database of customer complaints and resolutions.
 - Make all reasonable efforts to ensure that DMSs have access control and security. Conduct end of the day duties and verify that all vehicles have left the OMS at the specified time established by the City.
 - Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
 - Schedule work for all team members and sub-Contractors daily.
 - Conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
 - Monitor the debris removal Contractor(s), DMSs and final disposal locations for compliance with their contract with the City.
 - Provide training to City's staff in essential debris management and collection functions to ensure an appropriate and responsive interface with disaster debris removal Contractor(s), City, state, federal and other applicable agencies.
 - Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
 - Daily personnel tracking sheets (field reports) shall be maintained for all Consultant and Contractor personnel assigned to the project.
 - Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
 - Prepare daily and periodic tracking reports to support debris removal, OMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection invoices.

- Compile records and assist the City, as requested, with the preparation of required forms for reimbursement.
4. All debris loads shall be monitored in the field by collection monitors and documented in accordance with FEMA PAPPG, latest edition to assure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the City. This team will monitor the debris removal Contractors for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
 5. The Consultant will establish a Quality Control Program to ensure the accuracy and reliability of debris monitoring data. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
 - Having a Certified Arborist available to make determinations with regards to safety as well as tree health.
 - Verifying that all debris picked up is a direct result of the disaster.
 - Accurately recording the addresses, streets, and locations where debris was collected.
 - Verifying that the debris removal Contractor(s) are working in their assigned collection areas and roads.
 - Consultant shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Consultant shall immediately notify the City's Representative to review the matter and provide a final resolution.
 - Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
 - Random load inspection call audits conducted by supervisors.
 - Randomly selecting a predetermined number of certified trucks for re-measurement and verification of the previously recorded dimensions and volume capacity.
 - Assuring compliance with City's contracts by all debris removal Contractors and subcontractors.
 - Assuring the immediate threat of all hazards regarding stumps, hangers, and leaners are properly identified and documented in accordance with FEMA PAPPG, latest edition. Identifying eligible stumps, hangers, and leaners. Coordinating with the City's and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA.
 - Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
 - Coordinating with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using GIS.
 - Neither the services performed by the Consultant under this Agreement nor the presence of Consultant, its employees or subcontractors at any site in performance of its services relieve debris removal Contractor or their subcontractors, the City or any other entity of their obligations, duties, and responsibilities with respect to job site safety. The Consultant has no authority to exercise any control over the debris removal Contractor or their subcontractors, the City, or any other entity in connection with any health or safety precautions. The Consultant shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Contractor or their subcontractors or any other entity except to the extent relating to Consultant's employees.
 6. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for handwritten and scanned tickets. The system features shall include, at a minimum, the following:

- Paperless electronic (handheld device) data collection
- The database will be internet accessible to subcontractors, the City, and other public entities on a need-to-know basis as directed by the City.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location through use of current GPS technologies.
- Evaluation of daily event status using web-based reporting and current GIS tools.
- Coordination of Consultant invoice reconciliation, FEMA documentation and payment process enabled through an integrated database management system.
- The City shall have full access to the ADMS for monitoring project progress, generating reports, and conducting audits. The Consultant shall provide training to City personnel on the use of the ADMS.
- Robust data security measures to protect the confidentiality and integrity of debris monitoring data. These measures shall include data encryption, access controls, and backup procedures.

GEOSPATIAL TECHNOLOGY SPECIFICATIONS AND GUIDELINES - Geospatial (GIS) technology for these services may include, but not limited to, the following:

- ESRI-based, password protected, access to webmaps/webapps and services for applicable spatial and tabular data for City Councilors and staff (*such as daily reports, property damage, debris monitoring locations and data, including stumps, hangers, leaners, etc.*)
- Webmaps/webapps shall contain simple, easy to use widgets, tools, or dashboards where simple data analysis can be performed on datasets. For example, determining the extent, quantity, or other items for a daily debris removal summary snapshot.
- All ESRI-based services shall be real-time in nature. Static data file sharing, exports, reports, etc. shall be kept to a minimum for geospatial datasets.
- Geospatial data which possesses spatial, and attribute components may be recorded using the mobile device's internal GPS. Where applicable, photographs shall be attached to each record within the online geodatabase and accessible to all end users.
- Photographs shall also be collected and delivered in the native format in addition to being part of the spatial database.
- Consultant shall provide real-time access to any type of debris collection activity data
 - {debris pickup locations, load tickets, monitors, haulers, incident locations, DMS operations, etc.
 - Consultant shall provide EAS program criteria with bid submittal

7. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon their request or project completion. Additional copies shall be provided to the debris removal Contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete a Vehicle Certification Form for each vehicle. The original Vehicle Certification Form shall be delivered to the City's Representative or designee. The Vehicle Certification Form shall contain the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicle
- Vehicle type

- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date(s) of Service
- Vehicle certification number (internally assigned)

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Consultant's Project Manager or designee shall review all truck certification forms with the debris removal Contractor to assure completeness and accuracy of each form before forwarding to the City's Representative or designee.

8. The Consultant shall provide the City's Representative and the debris removal Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaint
- Cumulative debris totals by debris site
- Cumulative debris totals by type
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- Leaner/Hanger/Stump data (daily activities and cumulative reporting as noted above)
- DMS and final disposal site(s) statuses
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the City.

9. **PERSONNEL REQUIREMENTS AND RESPONSIBILITIES:** The consultant will be responsible for providing personnel to monitor all aspects of the debris removal operation, including activities at all loading, staging, and disposal sites. Debris monitors may have distinct roles and responsibilities at various stages or components of a debris removal operation; an individual may assume the role of each monitor type at various stages of the disaster. Debris monitors report directly to the field supervisor regarding their daily oversight. All logs and load tickets are submitted daily to the field supervisor. Below is a list of the minimum roles for which the consultant will be responsible to provide qualified personnel:

Debris Monitoring Field Supervisors:

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site monitors.

Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations

- Documenting truck hauling compartment condition using digital photographs
- Ensure all truck certifications are complete and available to all parties

Debris Monitors:

The consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors:

The consultant will perform on-site, street-level debris monitoring at all contractors loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment are operating safely. Notify supervisors of concerns regarding the safe operations of trucks and equipment.
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors:

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations

- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical/Data Entry Supervisor

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the City's Representative
- Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes

- Providing daily, weekly, or other periodic reports for the City's Representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk:

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the consultant's information management systems and to respond to specific directions from the data entry supervisor.

PAYMENT MONITORING AND RECONCILIATION PROCESS - The Consultant shall review, validate, and reconcile debris removal Contractor invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City and debris removal Contractor's representatives. All invoices from the debris removal Contractor shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the City and the City's Representative, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the consultant shall clearly state the reasons for rejection and work collaboratively with the debris removal Contractor to resolve immediately. Billing invoices will be submitted bi-weekly by the end of the following week so that verification and reconciliation can be performed.

10. The Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris removal Contractor. A weekly log of such complaints and their resolution shall be provided to the City's Representative.

11. OTHER RELATED SERVICES

1. Event Closure - The Consultant shall assist the City in preparing final reports necessary for reimbursement by NMDHSEM, FEMA, FHWA and other applicable agencies for disaster recovery efforts by City staff and designated debris removal Contractors. The Consultant shall assist in reviewing and processing requests for payment by the debris removal Contractor.
2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Consultant:
 - Review/reconciliation of debris removal Contractor invoices and payment recommendation letter
 - Monitoring and Collection information (volume reports, logs, etc.)
 - Project Status Reports
 - Completed Load tickets
 - Photographs of Debris Collections in accordance with FEMA PAPPG, latest edition
 - Tipping Fee Receipts
 - Contractor invoices
 - Review of debris removal Contractor equipment hours of operation
 - Vehicle certifications
 - Start and end dates of the first debris removal pass and all subsequent passes
 - Timesheets of all subcontractors to support debris monitoring invoices
3. Compliance - The Consultant shall provide professional oversight to monitor compliance with local, state, and federal regulations. The Consultant shall stay current with AEMA, FEMA and FHWA policies and procedures and notify the City's Representative immediately as changes occur.

F. Deliverables - At a minimum, the following deliverables must be provided to the City at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the City may add and/or delete deliverables to meet the needs of the City, State, FEMA or other agency. All deliverables will be submitted electronically, in a format specified by the City and by hard copy as applicable and directed by the City. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections/repairs and releases (if applicable)
- (b) Original load tickets, boxed, bound by date, and sorted by ticket number
- (c) Electronic ticket logs including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binders with issues and final resolution
- (g) Map books with daily logs
- (h) List of tickets issued by monitors, and list of lost/voided tickets
- (i) Each Ineligible debris pile will be tagged, in a format approved by the City, and a list compiled and submitted to the City
- (j) Operational Reports shall be prepared by the Consultant and submitted to the City throughout the duration of the recovery operations. The reports shall document the Debris Removal Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the City's Representative or their designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed, and hauled.
- (k) Final Report prepared by the Consultant and submitted to the City's Representative within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of DMSs and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.
- (l) The Consultant shall retain all project-related data and documentation for a minimum of seven (7) years after project completion. Data shall be organized, indexed, and stored so that it allows easy retrieval and access. Electronic data shall be backed up regularly to prevent loss or corruption
- (m) The Consultant shall cooperate with the City in providing data and documentation to FEMA and other applicable agencies as required for reimbursement and compliance purposes. Data sharing shall be conducted in accordance with applicable privacy and security regulations.
- (n) All electronic deliverables shall be submitted in Microsoft Excel, or PDF format, unless otherwise specified by the City. Data formats shall be compatible with industry standards and easily accessible for analysis and reporting.

Consultant will work with the City from preplanning throughout the entire project(s) until final FEMA project closeouts.

II: PROPOSAL REQUIREMENTS

The following requirements must be met by the Contractor as a part of the submitted proposal. Failure on the part of the Contractor to meet any of the specifications may result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the City.

1. Corporate contact information including primary contact name, address, telephone number and email address.
2. Detailed responses to each item of the Evaluation Criteria outlined in Section Four.
3. Completed - Cost Worksheet
4. Must provide proof of insurance. Certificate of insurance showing evidence of the following minimum coverage:
 - Worker's Compensation – statutory limits
 - General Liability - \$1 million

- Professional Liability - \$1 million

Must be able to add the City as an additional insured

5. Copies of General Contractors license, New Mexico Taxation and Revenue proof, and proof of registration on sam.gov.
6. Please provide background on your company to include years in business, type of work completed, and references.
7. The contractor must be able to respond to the City within one (1) hour of initial notification. The contractor shall be on site and prepared to provide said services within twelve (12) hours of the initial notification and should be able to deploy with sufficient equipment and manpower for the duration determined by the City. The contractor must provide an explanation of how it will meet this requirement.
8. Point of Contact: The contractor is required to provide one point of contact for the City in the event of a loss. Please provide the name and qualifications of the employee who will be assigned to the City as the point of contact.
9. Bonding: Prior to execution of the Contract, the successful Bidder shall furnish payment and performance bonds in the amount of 100% of the total contract amount ensuring the faithful performance of the Contract and the payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.
10. Submit evidence of outreach to minority, disadvantaged, small, woman-owned, and veteran-owned businesses.
11. Completed: CAMPAIGN CONTRIBUTION DISCLOSURE FORM
12. Completed: STATEMENT OF NON-COLLUSION
13. Registration on www.SAM.gov and completed Certification Regarding Debarment providing evidence of eligibility to be awarded contracts using federal funding.

III: EVALUATION CRITERIA AND AWARD

The criteria that will be evaluated are as follows:

	CRITERIA	MAXIMUM POSSIBLE POINTS
1.	Capacity and ability to perform services to include recent and current projects of similar scale and scope, equipment, organization chart.	25
2.	Qualifications and Experience to include resumes of company leadership, years of experience, licenses, and certifications.	25
3.	Cost Worksheet will be evaluated as an average of per unit costs	50
	TOTAL POINTS	100

All proposal submissions not received by the deadline shall be deemed non-responsive and rejected. City reserves the right to reject any proposal which does not specifically address each evaluation criteria in sufficient detail or does not comply with the proposal requirements.

Post – Proposal Information

1. Any Offeror who is aggrieved in connection with a solicitation or award of an agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency 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 Contracting Agency (§ 13-1-173 NMSA 1978).
3. 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 attorneys' fees (§ 13-1-174 NMSA 1978).
4. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - State the reason for the action taken; and
 - Inform the protestant of the right to judicial review of the determination pursuant to (§ 13-1-183 NMSA 1978).
5. 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 1979).

Notice of Award

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

Notice to Proceed

The Contracting Agency will issue a written Notice to Proceed to the Contractor.

Offeror's Qualification Statement

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

- Campaign Contribution Disclosure Form: The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of an applicable public official(s) filled in on the form.

Section IV: Proposal Submission

Submission Deadline: May 29, 2025 @ 2:00 PM

Submission: 1 Original and 5 copies of Proposal

Submission Method: Proposals must be submitted by mail or delivered to the Clerk's Office

Cassandra Fresquez, City Clerk:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Contact for Questions:

For inquiries regarding this RFP, contact:

Theresa Cordova, Chief Procurement Officer
1700 North Grand Ave, Las Vegas, NM 87701
(505) 454-1401(Ext. 1106)

V: CONTRACT TERMS AND CONDITIONS

Execution and Approval of Agreement

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 of the parties thereto.

Negotiations (§13-1-122 NMSA 1978)

- The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In

making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity, and professional nature of the services.

- Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a 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.
- The designee shall then undertake negotiations with the third most qualified business.
- 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 RFP is initiated.
- The Contracting Agency shall publicly announce the business selected for the award.

Submittals Required Upon Provisional Award

Failure to provide the following documentation within the time period specified may cause the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0 with the City as an additional insured, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current New Mexico Business license if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

Invoices

Itemized invoices for payment of these services shall be submitted to the City for approval prior to routing to Accounts Payable.

Payment Terms: The terms of payment from the Owner are net 30 days.

Retainage: Retainage in the amount of 10% of the amount of each. Application for Payment will be retained until project completion and acceptance by the Owner.

Required Contract Clauses

1. Hold Harmless

To the fullest extent permitted by law, Offeror shall indemnify, hold harmless, and defend The City of Las Vegas and all of its Agents and Employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

2. Non-assignability

No Offeror shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit the Offeror from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

3. Exclusions

Offeror must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering, or their equivalent Federal crimes. Offeror must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Offerors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the submittal.

4. Disclosure

Offeror must disclose whether it provides services or pays commissions to any employee or elected official of The City of Las Vegas. If so, the Offeror must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

5. Termination for Cause and Convenience

Offeror acknowledges this contract contains termination provisions including how termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the Offeror's control.

6. Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

7. Venue

This Agreement shall be governed by the laws of the State of New Mexico. The proper venue for any lawsuit arising under the terms of this Agreement shall be the District Court of The City of Las Vegas and any appropriate Appellate therefrom. Offeror hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

8. Discrimination Clause

The Contractor agrees to a proposal by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Offeror agrees to a proposal by the requirements of the Americans with Disabilities Act of 1990.

9. Changes

- No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval The City of Las Vegas . Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved by the required authorities.
- Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

By submitting a proposal, the contractor agrees to the terms outlined in this RFP.

Thank you for your interest in working with the City of Las Vegas

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

RATING SHEET FOR (APPLICANT NAME):		
ITEM	POSSIBLE POINTS	POINTS AWARDED
Capacity and ability to perform services to include recent and current projects of similar scale and scope, equipment, organization chart.	25	
Qualifications and Experience to include resumes of company leadership, years of experience, licenses, and certifications.	25	
Cost Worksheet will be evaluated as an average of per unit costs	50	
SUBTOTAL PROPOSALS FOR SCOPE OF SERVICES	100	