



REQUEST FOR PROPOSALS

RFP: 2025-30

Debris Removal 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)

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: _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals ~~2:00~~^{2:30} 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:

Debris Removal 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

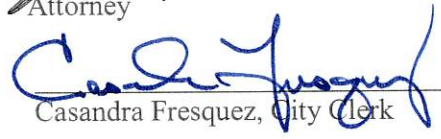
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **Debris Removal Services for Disaster Debris and Hazard Tree Removal Opening No. 2025-30**, on the lower left-hand corner of the submitted envelope. It shall be the responsibility 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. 2025-30

Date Issued: _____

Published: Las Vegas Optic, 2025

Albuquerque Journal, 2025

www.lasvegasnm.gov, 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: **May 29th, 2025; 2:30 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

Name

(s) of Applicable Public Official(s) if any: _____

(Completed by State Agency or Local Public Body)

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. 7401-7671g) 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

The City of Las Vegas seeks to establish one or more contracts for disaster debris removal, reduction, disposal, and other emergency cleanup services following a disaster event. The City of Las Vegas is seeking proposals from qualified respondents with sufficient experience in the specialized management of disaster response and recovery operations of debris removal services, and the preparation, response, and recovery phases of any emergency or disaster. Qualified Respondents must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes as generated by flood, fire, mudslides, or other natural disasters, as well as localized small-scale volumes as needed. Removal Operations must begin within 24 hours of receiving the Notice-to-Proceed and function at 100% capacity within 5 days. These services will not be authorized until such a time as a Notice to Proceed has been issued; typically, in response to a natural or human-caused disaster. Services shall include, but are not limited to:

- Emergency Road Clearance
- Right of Way (ROW) / Public Property Debris Removal
- Hazardous Stump, Tree, and Hanging Limb Removal
- Private Property Debris Removal or Demolition
- Temporary Debris Staging and Reduction (TDSR) Site Operations
- Debris Reduction / Grinding / Processing
- Debris Disposal / Recycling
- Hazardous or Toxic Waste Removal and Disposal
- Reservoir, Waterway, Stream, Creek, River, ash, sediment and debris removal

The City of Las Vegas, at its sole discretion, may elect to perform any of the above work with force account or additional contract forces. The City of Las Vegas requires the expertise of a Respondent or multiple Respondents to provide debris removal and management services. Until such time, services are no longer necessary as deemed by the City of Las Vegas.

Under this contract, work shall consist of coordinating and mobilizing enough cleanup crews as determined by the City of Las Vegas Director of Public Works. The City of Las Vegas has selected a debris volume scenario of approximately 200,000 cubic yards. This estimated debris volume is a planning figure, and it is not a fixed quantity for contractual obligations. The actual volume of debris may be greater than or less than 200,000 cubic yards. Respondent submittals must address procedures for handling larger or smaller volumes of debris. Work shall also include the clearing and removing of all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency Public Assistance and Policy Guide FP-104 -V4 June 2020, FEMA (Federal Emergency Management Agency) Public Assistance Wildfire Policy Guidance Oct 2022, FEMA (Federal Emergency Management Agency) Fact Sheet -Public Assistance: Category A – Debris Removal Including Private Property or other current Public Assistance program eligibility requirements. FEMA (Federal Emergency Management Agency) fact sheets and policies and as directed by the City of Las Vegas Director of Public Works. Eligibility also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during a debris removal project. The City of Las Vegas' goal is to complete the debris clearing, removal, and disposal process in less than 45 days. This assumes that the entire area of the City of Las Vegas will be accessible within that period. Also, this procurement process is in accordance with 2 C.F.R. 200.317-326 and all Respondents must adhere to FEMA Contract Provisions, where applicable.

Services shall include, but not be limited to, field operations; debris pick up (vegetative, construction and demolition (C&D), hazardous (including electronic waste (e-waste), tires and white goods); debris hauling

and removal; debris staging, reduction and/or recycling; temporary debris storage site management (if necessary); debris disposal; debris management; tree trimming and/or removal, and traffic control as needed.

All debris removal and related services shall be in accordance with all applicable federal, state, and environmental laws and regulations. The Awarded Proposer shall, at all times, be aware of and in compliance with all regulatory or grantor agency regulations and requirements.

The awarded Proposer will ensure that all debris removal and disposal activities and related reporting are in strict compliance with: (i) conditions from the U.S. Army Corps of Engineers and any future conditions imposed by this agency, (ii) conditions imposed by any other regulatory agency which may or may not be identified but for which are applicable to this type of work, and (iii) any grantor agency requirements.

It is the responsibility of the Awarded Proposer to provide the following to its personnel, subcontractor, and its personnel; Communications, Life Support (housing and sustenance), fuel and gas, special needs (security, food service, laundry service, charter aircraft, etc.), mobile command center and any other supplies that may be deemed necessary to accomplish the Scope of Work. All costs associated with this requirement are to be included in the unit costs identified in the Price Proposal.

The Awarded Proposer shall provide technical guidance and consultation. The Awarded Proposer shall provide administrative support for contracted operations, and on-site management staff to work with city officials, field supervisors, operators, drivers, and laborers, along with appropriate vehicles, equipment, and tools to ensure a successful debris removal operation. All costs associated with this requirement are to be included in the unit costs identified in the Price Proposal.

All equipment used will meet current safety standards. The Awarded Proposer is responsible for its own equipment. The City will not be responsible for the replacement/repair of equipment/material that may sustain damage in the performance of services under this contract. The Awarded Proposer's equipment used during the effective period of this contract is expected to adequately perform the duties at hand in a reasonable time and a safe manner. Should the City at any time determine the Awarded Proposer is using equipment that is not effective and efficient in executing the duties of the contract, the Awarded Proposer will replace defective equipment when the City makes such a request in writing. All costs associated with this requirement are to be included in the unit costs identified in the Price Proposal.

Work will begin upon written authorization by the City. No guarantee of minimum or maximum amounts per line item is made by the City under this contract. No adjustment to the contract prices will be considered due to increases or decreases in estimated quantities or measurements.

The City understands the nature of the required work and the potential for some mitigation of the affected areas, because of the Awarded Proposer's work, to comply with permitting requirements. Said work and mitigation shall be limited to work where foreseeable impacts and post-construction mitigation are agreed to by the City. However, the Awarded Proposer shall be responsible for correcting any unapproved violations of applicable law that occur because of the Awarded Proposer's or any subcontractor's actions or operations during the performance of the resulting contract. Corrections for any such violations shall be at no additional cost to the City. The Awarded Proposer shall be responsible for any damage to private or public property that results from its performance of work pursuant to the resulting contract. Disagreements regarding damages and liability for damages will be settled through negotiations between the Awarded Proposer and the City. The Awarded Proposer shall repair damaged areas immediately after the damage occurs. The affected area or item will be restored to equal or better than its original condition.

While the services outlined above represent the City's current anticipated needs, it is understood that the full extent of debris removal and recovery efforts may evolve as the disaster situation unfolds. The Contractor

shall be prepared to provide additional services, as directed by the City and in compliance with applicable FEMA Public Assistance guidelines, should unforeseen circumstances necessitate such action. Any additional work will be subject to negotiation and formal documentation.

A. Definitions: When used in this Request for Proposal, the following words, terms, and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

- a. Authorized Representative: City of Las Vegas employees and/or contracted individuals designated by the City of Las Vegas or the Director of Public Works.
- b. Construction and Demolition (C&D) Debris: Debris including but not limited to damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, furnishings, fixtures, pipe, and similar materials.
- c. Contract Administrator: The City of Las Vegas Manager or other party(s) authorized to make contractual obligations/decisions on behalf of the City of Las Vegas.
- d. Director of Public Works: The City of Las Vegas Director of Public Works is responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to City of Las Vegas-maintained Street rights-of-way throughout the City of Las Vegas in consultation with Respondents, other City of Las Vegas departments and State and Federal agencies.
- e. Disposal Fee: A fee based on weight or volume of debris for disposal at a landfill or other waste management facility.
- f. Disposal Site: A landfill or other waste management facility.
- g. Electronic Wastes: Wastes that may require special handling or disposal such as computer monitors, CPUs, televisions, and similar materials.
- h. Eligible Debris: Debris that is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.
- i. Household Hazardous Wastes (HHW): Small quantities of used or leftover contents of consumer products including latex or oil-based paints, cleaners or solvents, oils, pool chemicals, pesticides, and similar.
- j. Mixed Debris: Vegetative debris, which is mixed with construction and demolition materials or other materials at the load site before removal. The Respondent is required to sort mixed debris at the load site if minor amounts of undesirable materials are present.
- k. Notice to Proceed: The written official notice to a proposer from an authorized City of Las Vegas official instructing the proposer to proceed with disaster recovery and debris removal activities.
- l. Proposal: an executed formal document submitted to the City of Las Vegas stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposals (RFP) document.
- m. Respondent: Any person or firm having a contract with or proposing to the City of Las Vegas due to this RFP.
- n. RFP Document: the entire RFP document, all attachments, these Instructions to Respondents, and any addendums issued before the date and time of submittal of the Proposals.
- o. Right of Entry (ROE): A document by which a property owner confers to an eligible applicant, or it proposes the right to enter onto private property without committing trespass.
- p. Right of Way (ROW): The land, which the City of Las Vegas has title to, or right to use, for the road and its structures and appurtenances.
- q. Temporary Debris Staging and Reduction (TDSR) Site: A temporary storage site for debris established for gathering, storing, and reducing debris.
- r. Vegetative Debris: Clean wood debris, including broken or fallen trees and tree limbs, hazardous tree stumps, bushes, and shrubs.

B. General Operations

1. The Respondent shall be responsible for performing the debris removal and debris management services requested through this RFP. The designated area for debris removal is bounded by the City of Las Vegas limits, and includes public property and rights of way (ROW), City of Las Vegas parks, and City of Las Vegas debris management areas within the incorporated areas of the City of Las Vegas, and may include private segments within the jurisdictional boundaries of the City of Las Vegas.
2. The Respondent shall provide project management and coordination recovery activities necessary to assist the City of Las Vegas in fulfilling the requirements of federal reimbursement agencies.
3. The Respondent shall conduct work so as not to interfere with the disaster response and recovery activities of federal, state, City of Las Vegas, and City of Las Vegas governments or agencies or any public utilities.
4. The Respondent shall implement a "clean as you go" policy to ensure all debris is cleared from the loading site before moving to the next loading site.
5. The Respondent shall report and provide documentation to the City of Las Vegas or an authorized representative within 24 hours of the occurrence, of all incidents such as oil spills, fuel leaks, hydraulic fluid leaks, chemical spills, and similar environmental quality issues. The Respondent shall clean up or remediate the incident, as necessary, properly disposing of the materials in compliance with the applicable federal, state, and local regulations.
6. The Respondent and Subcontractors shall be prohibited from performing private work in the City of Las Vegas while actively engaged in delivering services under this contract.
7. The Respondent shall repair any damage caused by the Respondent's or Subcontractor's equipment promptly at no expense to the City of Las Vegas. If there is disagreement between a resident and Respondent as to the repair of damages, the City of Las Vegas shall decide and make the final determination on the repair. Failure to restore the damaged public or private property to the satisfaction of the City of Las Vegas will result in the City of Las Vegas withholding retainage money or invoicing the Respondent for time and material costs associated with resolving issues or damages related to the Respondent's work.
8. The Contractor shall develop and implement a comprehensive Safety and Health Plan that adheres to all applicable federal, state, and local regulations, including OSHA standards.

C. Daily Reporting and Coordination Meetings

The Respondent shall submit a daily report providing the number of crews operating, the number and types of equipment operating, the total cubic yards (or tons) collected by debris type, the total cubic yards reduced, and the total cubic yards transported to final disposal. This report shall include the number of crews operating for the current day. This report shall be submitted to the Debris Manager or designee each day, for the previous day. The Respondent shall also provide an updated map of the locations where debris collection crews operated to relate the progress of operations. The Respondent shall participate in daily coordination meetings with the City of Las Vegas's Debris Monitoring Firm and the City of Las Vegas departments involved in the response and recovery operations.

D. Equipment

1. The Respondent shall provide sufficient and qualified staff and the necessary equipment to rapidly remove and lawfully dispose of all disaster-related debris.
2. The Respondent shall ensure that all equipment and vehicles utilized in the City of Las Vegas' debris operations remain in good working condition.
3. The Respondent and its Subcontractors shall operate all equipment and vehicles in compliance with all applicable federal, state, and local rules and regulations.
4. The Respondent shall present all vehicles utilized to haul debris, to the City of Las Vegas' authorized representative, for measurement (inside bed measurements) to calculate and certify the volumetric capacity of said vehicles. All certified vehicles shall display a placard as described in Sec. IV.E.4.
5. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport, and permit the truck to be filled to capacity.

6. Sideboards or other bed extensions are allowable if they meet all applicable rules and regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inches by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the City of Las Vegas's authorized representatives prior to its use by the DRC.
7. Debris shall be compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured to prevent it from falling off. Measures must be taken to prevent the debris from blowing out of the hauling vehicle during transport to a City of Las Vegas-approved TDSR site or final disposal site.
8. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive-size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the City of Las Vegas's Debris Manager or designee.
9. All loading equipment shall be operated from the road, street, or right of way using mechanized loading devices such as buckets and/or boom and grapple devices, to collect and load debris.
10. No equipment shall be operated outside the public ROW unless directed by the City of Las Vegas.
11. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the City of Las Vegas's Director of Public Works or designee, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

E. Forms

1. Truck Certification Forms, as approved by the City of Las Vegas, will be provided by the Respondent for documenting and recording the actual physical, inside measurement and volume capacity, including any volume adjustments, deductions, or comments of each truck, trailer, or other hauling equipment used to conduct the City of Las Vegas's debris removal and hauling operations. If the unit price is by weight, the tare weight shall be recorded on the Truck Certification Form.
2. The Truck Certification Form shall also document the date, license plate, driver information, insurance information, a brief description, and photograph of the vehicle.
3. Truck certifications shall be performed by the City of Las Vegas or authorized representative, in the presence of the Respondent or their designated representative. The forms shall be signed and dated by both parties.
4. Truck Placards, as approved by the City of Las Vegas, will be provided by the Respondent, and attached to the driver's side of each vehicle transporting debris and shall display the following information (written in permanent marker):
 - a. City of Las Vegas
 - b. Respondent Name
 - c. Unique identification number assigned to the vehicle
 - d. Certified cubic yard capacity of the vehicle (or tare weight)
5. The Respondent shall submit to the City of Las Vegas, within 24 hours upon Notice to Proceed, a Vehicle and Equipment list, which contains the following information:
 - a. Respondent name
 - b. Certified cubic yard capacity of the vehicle (or tare weight)
 - c. Unique identification number assigned to the vehicle
 - d. Make/Model of the vehicle
 - e. License plate number
 - f. other information as required by the City of Las Vegas or authorized representative for monitoring and inspecting performance

Load tickets will be required for recording the volumes of debris removed and hauled to a TDSR site or final disposal site. The format and content of load tickets shall be designed to comply with all applicable FEMA Public Assistance documentation requirements. The city encourages the use of electronic load tickets or a mobile app to streamline data collection, reduce paperwork, and improve accuracy. Each load ticket shall be pre-printed and sequentially numbered and capable of documenting the following data:

- a. Prime Respondent
- b. Subcontractor's Name
- c. Date
- d. Truck Number

- e. Certified Capacity (Cubic Yards or Tons)
- f. Driver's Name
- g. Type of Debris Collected: Vegetative, C&D, White Goods, Other, etc.
- h. Load Location (Address of pick-up)
- i. Loading Date and Time
- j. Loading Site Monitor Name and Signature
- k. Load Size (Estimated Percentage of Cubic Yards or Tons)
- l. Unloading Site Location
- m. Unloading Date and Time
- n. Unloading Site Monitor Name and Signature

The City of Las Vegas' Debris Monitor will complete the applicable portion of a load ticket at the load site and provide copies to the vehicle driver. Upon arrival at the TDSR site or authorized final disposal site, the vehicle driver shall present the load ticket to the City of Las Vegas' Debris Monitor at the inspection tower. A visual inspection will occur to determine the estimated debris quantity (or tons, if scales are required) contained in the vehicle will be documented. The City of Las Vegas' Debris Monitor shall sign the load ticket and provide a completed copy to the driver, the DRC representative, and the City of Las Vegas for project files.

Mulch or processed/ground debris shall be documented following the same load ticket procedures.

Construction and Demolition debris transported to disposal shall be documented following the same load ticket procedures.

F. Hot Spot Crews

1. The Respondent shall provide dedicated "hot spot" crews capable of responding within 2 hours of notification to collect and haul priority debris, as directed by the City of Las Vegas or an authorized representative.
2. Priority debris includes but is not limited to, debris blocking roadways, posing immediate safety hazards, or impacting critical infrastructure.
3. The city will notify the Contractor's designated POC of hot spot needs. The Contractor shall acknowledge receipt of the notification and dispatch a hot spot crew within the specified response time.
4. The hot spot crew shall notify the City upon completion of each task.

G. Work Hours

The Respondent shall conduct debris removal operations, generating noise levels above those normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City of Las Vegas and Respondent. Unless otherwise directed, the Respondent must be capable of conducting debris reduction operations at the TDSR site locations on a twenty-four (24) hour, seven (7) days per week basis.

H. Ownership of Debris

All debris in the City of Las Vegas ROW and the City of Las Vegas provided TDSR site and disposal site locations shall be the property of the City of Las Vegas until final disposal at an authorized and permitted disposal site.

I. Emergency Debris Road Clearance (Phase I)

Upon receiving the notice to proceed with this contract element, the Respondent shall provide all labor, equipment, fuel, and associated costs necessary to clear and remove debris by cutting, tossing, and/or pushing debris from the priority roadways, as identified by and directed by the City of Las Vegas. This phase of operations shall be conducted at a time and materials rate. The Respondent shall assist the City of Las Vegas and its representatives in ensuring proper documentation of emergency road clearance activities.

City of Las Vegas personnel or authorized representative shall verify the equipment used, operators, and hours of operation (start and end times), and shall require the locations of work performed.

J. ROW Vegetative Debris Removal (Phase II)

The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to collect and remove eligible disaster debris from the City of Las Vegas's ROW and transport eligible disaster-related vegetative debris to a City of Las Vegas approved TDSR site or to a City of Las Vegas designated final disposal site in accordance with all federal, state, and local rules and regulations.

1. The Respondent shall only remove eligible vegetative debris, which is placed within the City of Las Vegas' ROW.
2. All eligible debris will be removed from each loading site before proceeding to the next loading site.
3. The City of Las Vegas or its authorized representative shall document the load utilizing the load ticket.
4. All eligible vegetative debris loads shall be transported to the City of Las Vegas' TDSR site or approved final disposal facility.
5. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City of Las Vegas. The City of Las Vegas will provide the right of entry (ROE) legal and operational procedures.

K. ROW Construction and Demolition (C&D)

The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible debris from the City of Las Vegas' ROW and transport eligible disaster-related C&D debris to a City of Las Vegas approved TDSR site or to a City of Las Vegas designated final disposal site, in accordance with all federal, state, and local rules and regulations.

1. The Respondent shall only remove eligible C&D debris that placed within the City of Las Vegas' ROW.
2. All eligible C&D debris will be removed from each loading site before proceeding to the next loading site.
3. The Respondent shall, to the extent possible, keep C&D materials separate from other debris, so that loads are primarily of similar materials.
4. The City of Las Vegas or its authorized representative shall document the load utilizing the load ticket.
5. All eligible C&D debris loads shall be transported to the City of Las Vegas' TDSR site or approved final disposal facility.
6. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City of Las Vegas. The City of Las Vegas will provide the right of entry (ROE) legal and operational procedures.

L. Multiple Passes

1. The City of Las Vegas reserves the right to require multiple passes to remove disaster debris from public rights of way (ROW), public facilities, and private property, as authorized by the City.
2. The need for additional passes will be determined based on debris assessments conducted by the city or its authorized representatives.
3. The city will provide written authorization to the Contractor for each additional pass, specifying the areas to be covered and any specific requirements.

M. Temporary Debris Staging and Reduction (TDSR) Site and Operations

1. Respondents shall deliver all disaster-related debris to the City of Las Vegas' authorized final disposal site locations unless otherwise instructed by the City of Las Vegas. The City of Las Vegas may authorize multiple TDSR sites to efficiently store and process the volumes of disaster-related debris materials.
2. The City of Las Vegas may require TDSR site locations and require Respondent assistance to select suitable sites, perform baseline soil and groundwater testing, and site preparation/operations.
3. The Respondent shall provide all management and operational services at the City of Las Vegas' authorized TDSR site locations.
4. The Respondent shall submit a site layout plan and operations plan to the City of Las Vegas for review. At a minimum, the plan shall address the following:
 - a. Site management, including a point of contact and organizational chart
 - b. Traffic control procedures and on-site traffic patterns
 - c. Material Management Plans to ensure a constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on site.
 - d. Site safety plan
 - e. Hazardous and toxic waste materials plan.
 - f. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, stormwater runoff, archeology, historic preservation, wetlands, and endangered species, as relevant and appropriate.
 - g. Remediation and site restoration plan.
5. The Respondent shall document by photographs and video recordings, each City of Las Vegas TDSR site prior to operations to establish baseline conditions of the site. A copy will be provided to the Debris Manager.
6. The Respondent shall be responsible for constructing and/or erecting an inspection tower at each TDSR site to inspect and document each load of debris entering the site. The tower shall be large enough to accommodate at least four (4) people. The tower shall be constructed of materials approved by the City of Las Vegas and include a roof that allows for some protection from weather conditions.
7. The Respondent shall manage and supervise the TDSR site to accept eligible debris collected under this contract and other contracts or agreements approved by the City of Las Vegas.
8. The Respondent shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, portable sanitation facilities, security, and safety measures.
9. The Respondent shall be responsible for the sorting, separating, and stockpiling of eligible debris at the TDSR site and shall ensure that the eligible debris remains segregated at the facility.
10. The Respondent shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of the eligible debris effectively and efficiently prior to final disposal.
11. The Respondent shall provide mechanized equipment to facilitate the loading and removal of mulch materials from the TDSR site locations.
12. The Respondent shall be responsible for the removal and lawful disposal of all debris from the TDSR site. Within thirty (30) days of the debris operations' completion, the Respondent shall restore the site to its pre-disaster condition to the City of Las Vegas' satisfaction.

N. Hazardous Tree Removal

1. Hazardous tree removal shall be conducted in accordance with FEMA Public Assistance eligibility criteria and FEMA Wildfire Policy.
2. A hazardous tree is defined as a standing tree that presents a hazard to the public due to conditions such as but not limited to, deterioration or physical damage to the root system, trunk, stem, or limbs, and the direction and lean of the tree, as defined in the Occupational Safety and Health Standards, Title 29 Code of Federal Regulations (29 C.F.R.) § 1910.266(c).

3. Hazard tree assessments shall be performed only by qualified professionals, including Registered Professional Foresters, individuals with a Tree Risk Assessment Qualification (TRAQ), or Certified Arborists.
4. Safety Protocols: The Contractor shall implement and adhere to strict safety protocols during all tree removal operations, including:
 - a. Establishing a safe work zone and controlling traffic as needed
 - b. Utilizing appropriate personal protective equipment (PPE) for all workers
 - c. Employing proper cutting and rigging techniques to ensure controlled felling and prevent damage to surrounding property
 - d. Adhering to all applicable OSHA and industry safety standards

O. Removal of Eligible Stumps

1. The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to collect and remove eligible hazardous stumps from the City of Las Vegas' ROW as follows:
2. The Respondent shall extract or remove only stumps which meet eligibility criteria and are authorized by the City of Las Vegas or its designated representative:
 - i. The stump is in the ROW or on improved public property and poses a danger to the public's health and safety.
3. The City of Las Vegas or authorized representative shall measure and document the stump before removal, through photographs, GPS (Global Positioning System) coordinates, physical address/location, and other relevant information, which verifies the hazard posed by the stump.
4. Hazardous stumps, that meet the eligibility criteria and have been documented following the described procedures, shall be eligible for unit pricing.
5. Costs for the removal of hazardous stumps shall be invoiced separately.
6. The proposer shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City of Las Vegas or the City of Las Vegas' authorized representative.
7. The eligible hazardous stump shall be transported to the City of Las Vegas' TDSR site or the City of Las Vegas' designated final disposal site.
8. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.
9. Stumps that have less than 50% of the root ball exposed shall be flush cut at the ground and the cut portion included with regular vegetative debris.

P. Eligible Hazardous Limbs (Hangers)

The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to remove and collect eligible hazardous limbs (hangers) from the City of Las Vegas' ROW and improved public property that poses a threat to life, public health, and safety.

1. The Respondent shall remove only hazardous limbs (hangers) that meet the following eligibility criteria, in addition, are authorized by the City of Las Vegas or its designated representative:
 - a. The hazardous limb must pose an immediate threat to life, public health, or safety or pose an immediate threat of significant damage to improved property.
 - b. The hazardous limb is still hanging in the tree above public property (ROW) or improved public property.
2. The City of Las Vegas or its authorized representative shall measure and document the hazardous limb prior to removal, through photographs, GPS (Global Positioning System) coordinates, physical address/location, and other relevant information, which verifies the hazard posed by the hazardous limb.
3. The eligible hazardous limb shall be cut at the closest main branch junction.

4. The eligible hazardous limb shall be placed in the ROW, collected, and hauled to the City of Las Vegas' TDSR site or the final disposal site.
5. If the hazardous limb does not extend over public property that limb is not eligible.
6. Costs for the removal of hazardous limbs shall be invoiced on a per-tree fee.

Q. Household Hazardous Waste (HHW) Removal

The Respondent shall provide all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a hazardous waste facility.

1. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility.
3. Eligible household hazardous waste shall be documented by utilizing a load ticket by the City of Las Vegas or its authorized representative.

R. ROW White Goods Removal

1. The Respondent shall provide all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible white goods from the ROW.
2. White goods containing refrigerants, oils, and similar substances shall be removed from the ROW and loaded onto a vehicle to prevent such materials from escaping from the unit.
3. All refrigerants, oils, and similar materials shall be removed by the Respondent's qualified technicians or transported to a facility for the removal of said materials, and disposed of or recycled according to all federal, state, and local rules and regulations.
4. White goods containing food items shall be decontaminated in accordance with federal, state, and local law prior to disposal/recycling.
5. Eligible white goods removed from the ROW shall be documented by utilizing a load ticket by the City of Las Vegas or its authorized representative.
6. All documentation regarding the removal and disposal of refrigerants, oils, and similar substances shall be submitted to the City of Las Vegas before payment is made.
7. White goods shall be transported to a designated City of Las Vegas-approved recycling facility.

S. ROW Electronic Waste Removal

The Respondent shall provide all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible electronic waste from the ROW.

1. Eligible electronic waste removed from the ROW shall be documented by means of a load ticket by the City of Las Vegas or its authorized representative.
2. The Respondent shall dispose of the waste at a facility approved by the City of Las Vegas.

T. Other Services

1. The City of Las Vegas may request additional services not specifically covered under the primary Scope of Work. Upon written authorization from the City, the Respondent shall provide all labor, equipment, materials, fuel, traffic control, and signage necessary to perform these additional services, including but not limited to:

- a. Demolition of Structures and Debris Removal: The Respondent shall provide services for the demolition of structures deemed by the City to pose a significant threat to public health, safety, or economic recovery. The City shall provide the necessary ROEs/Hold Harmless Agreements and legal and operational procedures, ensuring compliance with all federal, state, and local rules, regulations, and policies.
 - b. Storm Drain and Catch Basin Debris Removal: The Respondent shall remove all eligible debris from City-maintained storm drains and catch basins and transport it to the City's designated disposal facility.
 - c. Dead Animal Carcass Removal: The Respondent shall collect, haul, and dispose of dead animal carcasses, including large animals, livestock, and poultry, to the City-designated final disposal site.
 - i. Personal Protective Equipment (PPE): Workers shall wear appropriate PPE, including gloves, eye protection, respiratory protection, and protective clothing, to minimize exposure to potentially hazardous materials.
 - ii. Collection and Containment: Carcasses shall be collected and contained in leak-proof containers or bags to prevent the spread of contaminants.
 - iii. Transportation: Carcasses shall be transported in designated vehicles or containers that are properly cleaned and disinfected after each use.
 - iv. Disposal: Carcasses shall be disposed of in accordance with all applicable local, state, and federal regulations, which may include burial, incineration, or rendering.
 - v. Decontamination: All equipment and vehicles used for carcass removal shall be thoroughly decontaminated after each use to prevent the spread of disease or contamination.
 - d. Abandoned Vehicle or Derelict Vessels: The Respondent shall remove eligible abandoned vehicles or derelict vessels from areas identified and approved by the City and transport them to a City-approved staging area.
 - e. Waterborne Debris Removal: The Respondent shall remove eligible waterborne debris from various watershed locations, including reservoirs, streams, creeks, arroyos, and rivers, as identified and approved by the City. The debris shall be transported to a City-approved staging area or the City's designated disposal facility.
 - f. Staging and Dewatering: The Respondent shall provide services as required for debris staging and dewatering, of waterborne debris as directed by the City.
2. Compensation for additional services will be determined in accordance with the pricing structure outlined in the contract.

U. SPECIFICATIONS

A. The Respondent shall maintain detailed and accurate documentation for all billed items, supporting invoices, receipts, and work logs.

B. Project Records

All records in any manner whatsoever to the assigned project or any designated portion thereof, which are in the possession of the proposing firm or the proposing firm's subcontractors, shall be made available, upon request by the City of Las Vegas, for inspection and copying upon written request of the City of Las Vegas. Additionally, said records shall be made available upon request by the City of Las Vegas to any state, federal, or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tapes, videos, or other writings, which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the records of expenses incurred by the proposing firm in its performance under said contract.

C. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures and document compliance with the specifications. These records shall be kept in accordance with accepted accounting principles and the City of Las Vegas reserves the right to determine record keeping methods in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City of Las Vegas personnel with reasonable notice.

D. In addition, the Respondent is responsible for:

1. Respond by phone, email, or text within four (4) hours of a request for assistance.
2. Accurate invoices submitted to the City of Las Vegas, at the minimum, weekly.
3. Providing emergency contact information, including cellular phone numbers, of key personnel, including onsite Supervisor(s) and Contract Manager.

E. The City of Las Vegas is responsible for:

1. When possible, seventy-two (72) hours of notice of need by phone, email, or text.
2. Written, twenty-four (24) hour notice to shut down operations.

The scope of work for these projects and all accounting of the scope of work to be provided for these projects must conform to FEMA, the New Mexico Department of Financial Administration, and New Mexico Department of Homeland Security reimbursement requirements.

II: PROPOSAL REQUIREMENTS

- a. Corporate contact information including primary contact name, address, telephone number, and email address.
- b. Detailed responses to each item of the Evaluation Criteria are outlined in Section Four.
- c. Completed - Cost Worksheet (Attached at the end of this RFP)
- d. 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

- e. Copies of the General Contractor's license, New Mexico Taxation and Revenue proof, and proof of registration on sam.gov.
- f. Please provide background on your company to include years in business, type of work completed, and references.
- g. 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 sufficient equipment and manpower for the duration determined by the City. The contractor must explain how it will meet this requirement.

- h. 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.
- i. Bonding: Before 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.
- j. Submit evidence of outreach to minority, disadvantaged, small, woman-owned, and veteran-owned businesses.
- k. Completed: CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- l. Completed: STATEMENT OF NON-COLLUSION
- m. 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, and organization chart.	25
2.	Qualifications and Experience to include resumes of company leadership, years of experience, licenses, and certifications.	25
3.	Cost Worksheet (Exhibit E) will be evaluated as an average per unit cost	40
4.	Small, disadvantaged, Woman-Owned or Minority Business enterprises.	10
	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 @ 2:30 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):		
<i>ITEM</i>	<i>POSSIBLE POINTS</i>	<i>POINTS AWARDED</i>
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	40	
Small, disadvantaged, Woman-Owned or Minority Business enterprises.	10	
SUBTOTAL PROPOSALS FOR SCOPE OF SERVICES	100	

