**Request for Proposal**

**Debris Removal Services for**

**Disaster Debris and Hazard Tree Removal**

**THE CITY OF LAS VEGAS, NM**

****

**RFP NO: 25-013**

**CITY OF LAS VEGAS, NEW MEXICO**

**1700 N GRAND AVE**

**LAS VEGAS, NM 87701**

**RELEASE DATE: January 10, 2025**

**PROPOSAL SUBMITTAL DUE DATE: January 30, 2025**

**CITY OF LAS VEGAS, New Mexico**

**REQUEST FOR PROPOSAL # 25-013**

**Debris Removal Services for Disaster Debris and Hazard Tree Removal**

|  |  |  |  |
| --- | --- | --- | --- |
| **The City of Las Vegas is seeking proposals from qualified vendors for debris removal service for disaster debris and hazard tree removal to enhance efficiency and centralize all field-related data.** | | | |
|  | | | |
| **Date Request for Proposal**  **25-013**  **Issued:**  **Date Friday, January 10, 2025** | | **Date and Time Request for Proposal Is Due:**  **Prior to 2:00 pm local time on**  **Date Thursday, January 30, 2025** | |
| **City of Las Vegas, NM Point-of-Contact:**  [Morris Madrid](mailto:mmadrid@lasvegasnm.gov)  **Finance Director** | Email: **mmadrid@lasvegasnm.gov** | | Phone Number: **(505) 454-1401 Ext 1002** |

**RFP CONDITIONS**

City of Las Vegas, NM (hereinafter called City of LV, NM) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 25-013, its attachments and subsequent addendums (hereinafter called “RFP”). You/your firm’s (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

City of LV, NM may accept Proposals, in whole or in part that most closely meets all the criteria described herein. City of LV, NM reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests of the University and/or if the State appropriation for this project to the university does not transpire. **City of LV, NM is soliciting this RFP without final funding to perform payment for the services and scope of work contained in this RFP. City of LV, NM is soliciting this RFP with the expectation** **of securing funds through a joint venture of local governmental entities. If funding is not realized, City of LV, NM reserves the right to cancel this RFP and/or not award a Contract.**  An award will be based on several weighted criteria, as provided herein. Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

For definitions or clarifications to terms, refer to Section VII of this document.

**ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM**

**During the period of offer, your point of contact (hereinafter called “POC”) will be limited to name of contact of the Finance Department. They have been designated as the contact person for this RFP. No.25-013. Offeror may contact any City of Las Vegas, NM employee, officer or member other than Morris Madrid regarding this RFP through the date of the execution and award of the Contract. Any Offerors who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Offeror’s Proposal may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC at mmadrid@lasvegasnm.govl Any question, statement or response from the POC or other individual from City of Las Vegas, NM that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addendums. City of Las Vegas, NM will not be responsible for any misinterpretations, discrepancies or contradictory information that Offeror may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions within a timely manner. The question(s) and response(s) will be shared with all Offerors, with personal information removed to ensure anonymity.**

**By signing below, Offeror signifies that he understands all of the terms and conditions of this RFP, its Attachments and all subsequent addendums and agrees to cause himself/herself or his/her firm to be bound by them. Only an authorized agent of the Offeror’s company may sign this document.**

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Name of Firm Tax Identification No.

Authorized Representative Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Provide point of contact of Offeror:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address Phone Number

**SECTION I GENERAL INFORMATION**

* 1. **Purpose:** The Board of City Commissioners of The City of Las Vegas , hereinafter referred to as the “City,” is soliciting proposals to debris removal services for disaster debris and hazard tree removal on City properties.
  2. By signing and submitting its proposal, the successful Contractor agrees to be bound by all the terms contained in this RFP.
     1. Compliance with Laws and Regulations: The Contractor shall procure all necessary permits and licenses to comply with all applicable Federal, City, or municipal laws, along with all regulations, and ordinances of any regulating body.
     2. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Contractor. It is clearly understood that the City is
     3. **Schedule of Events:**

RFP Issued…………………………………………………January 10, 2025

Contractor’s Written Questions Submission Deadline …January 21, 2025 at 2:00 PM

Addendum with answer to questions by :……………January 23, 2025 at 5:00 PM

Proposal due to City ……………………………………January 30, 2025 at 2:00 PM

* 1. **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the City. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

The City of Las Vegas Finance

Attn: Procurement Officer at the Purchasing Building

1700 N Grand Ave Las Vegas, NM 87701

* 1. **Verbal Communication:** Any verbal communication between the Contractor and other City personnel is not binding, including that made at any pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by the City contact is binding.
  2. **Addenda**: If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the City contact.
     1. Addenda Posted on the City of Las Vegas Website with the original RFP Addenda will be made available for inspection wherever RFPs are on file for that purpose.
     2. No Addenda will be issued later than five days prior to the date of receipt for proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals.
     3. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal Cover Letter.
     4. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal Cover Letter
     5. All addenda, notices, additional information, etc. will be posted to City’s website at <https://www.lasvegasnm.gov> the Finance Departments RFP’s/RFP’s section.
  3. **Request for Information:** Any questions regarding this Request for Proposals shall be in writing either by mail, email (mmadrid@lasvegasnm.gov). No questions shall be received after January 21, 2025. No other City staff or officials associated with this project should be contacted regarding the RFP. Doing so, may result in disqualification.
  4. **Submission:** Please place one (1) original and four (4) copies of your response in a sealed envelope and clearly label in the lower left corner “RFP NO.24-013”. No faxed, emailed or telephone statement will be accepted.
     1. All responses must be received by January 30, 2025 at 2:00 PM , at which time they will be opened. It is the responsibility of the respondent to ensure that the response is received by The City of Las Vegas by the date and time specified above. Late responses will be returned to the respondent unopened.
  5. **Cooperative Purchasing:**
     1. The City encourages a cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies. Any member governmental agency within the State of New Mexico will be permitted to avail itself of any awarded agreement and purchase, as specified by the awarded agreement resulting from this Solicitation, at the contract prices established therein. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required. It is understood and agreed that the City is not a legally binding party to any other contractual agreement made between another governmental entity and the successful Contractor as a result of this Solicitation. The City shall not be liable for any costs or damages incurred by any other entity. The awarded vendor(s) must make The City of Las Vegas the priority if called upon for emergency/disaster events.

**SECTION TWO: PROJECT SPECIFICATIONS**

1. **Debris Removal Services for Disaster Debris and Hazard Tree Removal**
   1. City is requesting competitive sealed proposals within the roads specified below. These services will be for the duration of 12 months with an option to renew for an additional 12 months for up to 4 years. The City reserves the right to award a contract to multiple offerors if deemed in the best interest of the City. The City reserves the right to obtain similar emergency products and /or services from other sources if needed.
   2. The following City Road have been preliminarily identified:
      * TBD

1. **Scope of Work:** The Offeror shall be available to perform the following services on an as needed basis:
   * + **See Exhibit F – Scope of Work**

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

**SECTION THREE: CONTRACTOR PROPOSAL REQUIREMENTS**

1. **Proposal Requirements**
   1. Corporate contact information including primary contact name, address, telephone number and email address.
   2. Detailed responses to each item of the Evaluation Criteria outlined in Section Four.
   3. Completed Exhibit E - Cost Worksheet-itemized proposal with hourly, job titles, Material, and Bond. If over $60,000.00 salary wage determination and certificate payroll to be provided.
   4. Must provide proof of insurance. Certificate of insurance showing evidence of the following minimum coverage:
      * Worker’s Compensation – statutory limits
      * General Liability - $1 million
      * Professional Liability - $1 million

Must be able to add the City as an additional insured

* 1. Copies of General Contractors license, New Mexico Taxation and Revenue proof, and proof of registration on sam.gov.
  2. Please provide background on your company to include years in business, type of work completed, and references.
  3. The contractor must be able to respond to the City within one (1) hour of initial notification. The contractor shall be on site and prepared to provide said services within twelve (12) hours of the initial notification and should be able to deploy with sufficient equipment and manpower for the duration determined by the City. The contractor must provide an explanation of how it will meet this requirement.
  4. 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.
  5. Bonding: Prior to execution of the Contract, the successful Bidder shall furnish payment and performance bonds in the amount of 100% of the total contract amount ensuring the faithful performance of the Contract and the payment of all obligations arising thereunder. Bonds may be secured through the Bidder’s usual sources.
  6. Submit evidence of outreach to minority, disadvantaged, small, woman-owned, and veteran-owned businesses.
  7. Completed EXHIBIT A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM
  8. Completed EXHIBIT B: STATEMENT OF NON-COLLUSION
  9. Registration on [www.SAM.gov](http://www.sam.gov) and completed Certification Regarding Debarment (Exhibit C attached) providing evidence of eligibility to be awarded contracts using federal funding

1. **Proposal Submittal Procedures**
   * 1. **Number, Form, and Style of Proposal**
2. Offerors shall provide their proposal to the location specified on Page 1 on or before the closing date and time for receipt of proposals.
3. All proposals must be typewritten on standard 8-1/2” x 11” paper and bound on the left-hand margin.
4. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
   * + Cover Letter
     + Cost Worksheet with itemized detail Response to Evaluation Criteria included in this RFP.
     + Other supporting resource material to the Scope of Work
     + Sign Terms and Conditions
     + Campaign Contribution Disclosure Form
     + State of Non-Collusion
     + Certification Regarding Debarment, Suspension and other responsibility Matters
     + New Mexico Preference Form if applicable
     + Resident Veterans Preference Certification Form
     + Addendum Acknowledgement
5. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.
6. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request stating the entire proposal is confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.
7. Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
   * 1. **Subcontractor**
        1. The Offeror shall list and state the qualifications for each company the Offeror proposes to use for all subcontracted work.
        2. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including, but not limited, to suspension or debarment by the Contracting Agency.
     2. **Debarred or Suspended Contractors**

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

* + 1. **Correction or Withdrawal of Proposals**
       1. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received.
       2. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.
    2. **Notice of Contract Requirements Binding on Offeror**
       1. In submitting this proposal, the Offeror represents that the Offeror has familiarized itself with the nature and extent of the RFP dealing with federal, state, and local requirements, which are a part of these RFP.
       2. Laws and Regulations: The Offeror’s attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.
    3. **Rejection or Cancellation of Proposals**

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

1. **Consideration of Proposal** 
   * 1. **Receipt. Opening, and Recording**
        1. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
        2. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).
        3. **SECTION FOUR: EVALUATION CRITERIA AND AWARD**

The criteria that will be evaluated are as follows:

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

* 1. **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:
        1. State the reason for the action taken; and
        2. Inform the protestant of the right to judicial review of the determination pursuant to (§ 13-1-183 NMSA 1978).
     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).
  2. **Notice of Award**

After 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).

* 1. **Notice to Proceed**

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

* 1. **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).

* + 1. Campaign Contribution Disclosure Form: The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of applicable public official(s) filled in on the form.

**SECTION FIVE: CONTRACT TERMS AND CONDITIONS**

* 1. **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.

* 1. **Negotiations (§13-1-122 NMSA 1978)**
     1. 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.
     2. 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.
     3. The designee shall then undertake negotiations with the third most qualified business.
     4. 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.
     5. The Contracting Agency shall publicly announce the business selected for the award.
  2. **Submittals Required Upon Provisional Award**

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

* + - 1. Insurance Requirements as specified in Section 9.0 with the City as an additional insured, if not currently on file
      2. A current, fully executed Taxpayer Identification Number (W-9 form)
      3. A current New Mexico Business license if applicable.
      4. Attestation, Non-Solicitation, and E-Verify Forms
  1. **Invoices**

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

* + 1. **Payment Terms:** The terms of payment from the Owner are net 30 days.
    2. **Retain age:** Retain age in the amount of 10% of the amount of each Application for Payment will be retained until project completion and acceptance by the Owner.
  1. **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 there from, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

* + 1. **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.

* + 1. **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.

* + 1. **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, Offeror must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

* + 1. **Termination for Cause and Convenience**

Offeror acknowledges this contract contains termination provisions including the manner in which 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.

* + 1. **Severability Clause**

If any one or more of the provisions contained in this Agreement shall, for any reasons, 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.

* + 1. **Venue**

This Agreement shall be governed by the laws of the State of New Mexico. 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.

* + 1. **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.

* + 1. **Exhibit D - Additional Contract Terms for FEMA Public Assistance Grant Funded or Assisted Projects for Non-Federal Entity**
    2. **Changes**
       1. 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, NM. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved by the required authorities.
       2. 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.

EXHIBIT A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to 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 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 proces**s” 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: The City of Las Vegas Mayor and Coucil

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:

**EXHIBIT B: 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

**ATTACHMENT 3**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections §13-1-28, et seq., N.M.S.A. 1978 and N.M.S.A. 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the Contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the Contractor signs the Contract, if the aggregate total of contributions given by the prospective Contractor, a family member or a representative of the prospective Contractor to the public official exceeds two hundred and fifty dollars ($250) over the two (2) year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed Award for a proposed Contract pursuant to Section §13-1-181 N.M.S.A. 1978 or a Contract that is executed may be ratified or terminated pursuant to Section §13-1-182 N.M.S.A. 1978 of the Procurement Code if: 1) a prospective Contractor, a family member of the prospective Contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to 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 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 proces**s” 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective Contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Attach extra pages if necessary)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (position)

**--OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (Position)

**EXHIBIT D**

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

**The Board of County Commissioners of The City of Las Vegas, New Mexico, referred to in this Exhibit D 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):

* 1. ***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.

* 1. ***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.

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

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

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the NFE and understands and agrees that the NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the NFE and understands and agrees that the NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

* 1. ***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.

* 1. ***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.**

* 1. ***Procurement of Recovered Materials***

1. 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—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.
2. 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](https://www.epa.gov/smm/comprehensive-%20procurement-guideline-cpg-program).
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
   1. ***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 representative’s 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.

* 1. ***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.

* 1. ***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.

* 1. ***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.

* 1. ***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.

* 1. ***§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.

* 1. **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.

* 1. **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.

* 1. **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).
4. 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).
5. Telecommunications or video surveillance services provided by such entities or using such equipment.
6. 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

**ATTACHMENT 6**

**City of Las Vegas, NM**

**REQUEST FOR PROPOSAL #25-013**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Exhibit E - Cost Worksheet** | | | | |
| **Item (A)** | **Unit of Measure (B)** | **Estimated Quantity (C)** | **Rate (D)** | **Extended Totals (E)=(CxD)** |
| **MOBILIZATION** |  |  |  |  |
| **Mobilization** | **Lump Sum Total** | **1** | **-** | **$ -** |
| **TOTAL - MOBILIZATION** | | | | **$ -** |
|  | | | | |
| **DEBRIS CLEARANCE** |  |  |  |  |
| **Additional General Labor** | **Hours** | **140** | **-** | **$ -** |
| **General Management** | **Hours** | **70** | **-** | **$ -** |
| **Road Clearance Crew**  **1. Wheel Loader with operator, 2.5cy**  **2. Foreman with support vehicle and small equipment**  **3. Laborer with chainsaw**  **4. Laborers with hand tools (2)** | **Hours** | **210** | **-** | **$ -** |
| **TOTAL - DEBRIS CLEARANCE** | | | | **$ -** |
|  | | | | |
| **ELIGIBLE VEGETATIVE DEBRIS REMOVAL**  **Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.** |  |  |  |  |
| **0-30 miles** | **CY** | **115,000** | **-** | **$ -** |
| **31-60 miles** | **CY** | **75,000** | **-** | **$ -** |
| **60+ miles** | **CY** | **10,000** | **-** | **$ -** |
| **TOTAL - VEGETATIVE DEBRIS** | | | | **$ -** |
|  | | | | |
| **ELIGIBLE C&D DEBRIS REMOVAL**  **Work consists of the collection and transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.** |  |  |  |  |
| **0-30 miles** | **CY** | **45,000** | **-** | **$ -** |
| **31-60 miles** | **CY** | **45,000** | **-** | **$ -** |
| **60+ miles** | **CY** | **10,000** | **-** | **$ -** |
| **TOTAL - C&D DEBRIS** | | | | **$ -** |
|  | | | | |
| **ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES**  **Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.** |  |  |  |  |
| **0-30 miles** | **CY** | **6,000** | **-** | **$ -** |
| **31-60 miles** | **CY** | **3,000** | **-** | **$ -** |
| **60+ miles** | **CY** | **1,000** | **-** | **$ -** |
| **TOTAL - NON-RACM STRUCTURES** | | | | **$ -** |
|  | | | | |
| **ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES**  **Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.** |  |  |  |  |
| **0-30 miles** | **CY** | **6,000** | **-** | **$ -** |
| **31-60 miles** | **CY** | **3,000** | **-** | **$ -** |
| **60+ miles** | **CY** | **1,000** | **-** | **$ -** |
| **TOTAL - RACM STRUCTURES** | | | | **$ -** |
|  | | | | |
| **DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION**  **Work consists of managing and operating DDMS sites and reducing eligible disaster debris through source separation, grinding, air curtain incineration, or controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.** |  |  |  |  |
| **Grinding** | **CY** | **150,000** | **-** | **$ -** |
| **Air Curtain Incinerators** | **CY** | **25,000** | **-** | **$ -** |
| **Controlled Open Burning** | **CY** | **25,000** | **-** | **$ -** |
| **TOTAL - DDMS MANAGEMENT & REDUCTION** | | | | **$ -** |
|  | | | | |
| **HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A CITY DESIGNATED FINAL DISPOSAL SITE**  **Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.** |  |  |  |  |
| **0-30 miles** | **CY** | **25,000** | **-** | **$ -** |
| **31-60 miles** | **CY** | **25,000** | **-** | **$ -** |
| **60+ miles** | **CY** | **10,000** | **-** | **$ -** |
| **TOTAL - HAUL-OUT** | | | | **$ -** |
|  | | | | |
| **REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of cutting eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection.**  **REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.** |  |  |  |  |
| **Hazardous Tree < 12" diameter** | **Per Tree** | **500** | **-** | **$ -** |
| **Hazardous Tree 13" - 24" diameter** | **Per Tree** | **500** | **-** | **$ -** |
| **Hazardous Tree 25" - 36" diameter** | **Per Tree** | **250** | **-** | **$ -** |
| **Hazardous Tree 37" - 48" diameter** | **Per Tree** | **100** | **-** | **$ -** |
| **Hazardous Tree > 49" diameter** | **Per Tree** | **25** | **-** | **$ -** |
| **Hazardous Hanging Limb** | **Per Tree** | **1,000** | **-** | **$ -** |
| **Hazardous Stump < 36" diameter** | **Per Stump** | **30** | **-** | **$ -** |
| **Hazardous Stump 37" - 48 " diameter** | **Per Stump** | **15** | **-** | **$ -** |
| **Hazardous Stump > 49" diameter** | **Per Stump** | **5** | **-** | **$ -** |
| **TOTAL - TREES** | | | | **$ -** |
|  | | | | |
| **SPECIALTY REMOVAL** |  |  |  |  |
| **Waterway Debris Removal (canals, rivers, creeks, streams, ditches)** | **CY** | **1,000** | **-** | **$ -** |
| **Sand, Silt, and Debris Removal from Detention/Retention Structures** | **CY** | **1,000** | **-** | **$ -** |
| **Debris Removal from Subsurface Drainage Structures** | **CY** | **500** | **-** | **$ -** |
| **Abandoned Vehicles** | **Each** | **50** | **-** | **$ -** |
| **White Goods Removal - Non-Freon** | **Each** | **100** | **-** | **$ -** |
| **White Goods Removal - with Freon Management** | **Each** | **100** | **-** | **$ -** |
| **Electronic Waste** | **Pound** | **100** | **-** | **$ -** |
| **Household Hazardous Waste (HHW)** | **Pound** | **100** | **-** | **$ -** |
| **Infectious Waste** | **Pound** | **50** | **-** | **$ -** |
| **Small Dead Animal Carcass - less than 100 lbs.** | **Ton** | **5** | **-** | **$ -** |
| **Large Dead Animal Carcass - more than 101 lbs.** | **Ton** | **5** | **-** | **$ -** |
| **TOTAL - SPECIALTY REMOVAL** | | | | **$ -** |
|  | | | | |
| **TOTALS WORKSHEET:** |  |  |  | **TOTAL COST** |
| **Mobilization** |  |  |  | **$ -** |
| **Debris Clearance** |  |  |  | **$ -** |
| **Vegetative Debris** |  |  |  | **$ -** |
| **C&D Debris** |  |  |  | **$ -** |
| **Non-RACM Structures** |  |  |  | **$ -** |
| **RACM Structures** |  |  |  | **$ -** |
| **DDMS Management & Reduction** |  |  |  | **$ -** |
| **Haul-Out** |  |  |  | **$ -** |
| **Trees** |  |  |  | **$ -** |
| **Specialty Removal** |  |  |  | **$ -** |
| **TOTAL** |  |  |  | **$ -** |

**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 for the purposes 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 be functioning 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
* 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 Respondent 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 the purpose of 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 requirement. FEMA (Federal Emergency Management Agency) fact sheets and policies and as directed by the City of Las Vegas Director of Public Works. Eligible 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’s 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.

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.

1. 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.
   1. Authorized Representative: City of Las Vegas employees and/or contracted individuals designated by the City of Las Vegas or Director of Public Works.
   2. 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.
   3. 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.
   4. 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.
   5. Disposal Fee: A fee based on weight or volume of debris for disposal at a landfill or other waste management facility.
   6. Disposal Site: A landfill or other waste management facility.
   7. Electronic Wastes: Wastes which may require special handling or disposal such as computer monitors, CPUs, televisions, and similar materials.
   8. Eligible Debris: Debris which 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.
   9. 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.
   10. Mixed Debris: Vegetative debris, which is mixed with construction and demolition materials or other materials at the load site prior to removal. The Respondent is required to sort mixed debris at the load site if minor amounts of undesirable materials are present.
   11. 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.
   12. 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.
   13. Respondent: Any person or firm having a contract with or proposing to the City of Las Vegas due to this RFP.
   14. RFP Document: the entire RFP document, all attachments, these Instructions to Respondents and any addendums issued prior to the date and time of submittal of the Proposals.
   15. 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.
   16. 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.
   17. Temporary Debris Staging and Reduction (TDSR) Site: A temporary storage site for debris established for gathering, storing, and reducing debris.
   18. Vegetative Debris: Clean wood debris, which includes but is not limited to 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, 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 of 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 authorized representative within 24 hours of the occurrence, 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 in a timely manner 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 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’s 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’s 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 rights 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):
   1. City of Las Vegas
   2. Respondent Name
   3. Unique identification number assigned to the vehicle
   4. 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:
   1. Respondent name
   2. Certified cubic yard capacity of the vehicle (or tare weight)
   3. Unique identification number assigned to the vehicle
   4. Make/Model of the vehicle
   5. License plate number
   6. other information as required by the City of Las Vegas or authorized representative for the purpose of monitoring and inspecting performance
6. 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:
   1. Prime Respondent
   2. Subcontractor’s Name
   3. Date
   4. Truck Number
   5. Certified Capacity (Cubic Yards or Tons)
   6. Driver’s Name
   7. Type of Debris Collected: Vegetative, C&D, White Goods, Other, etc.
   8. Load Location (Address of pick-up)
   9. Loading Date and Time
   10. Loading Site Monitor Name and Signature
   11. Load Size (Estimated Percentage of Cubic Yards or Tons)
   12. Unloading Site Location
   13. Unloading Date and Time
   14. Unloading Site Monitor Name and Signature
7. The City of Las Vegas’s 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’s Debris Monitor at the inspection tower. A visual inspection will occur to determine the estimated debris quantity (or tons, if scales are available) contained in the vehicle will be documented. The City of Las Vegas’s 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.
8. Mulch or processed/ground debris shall be documented following the same load ticket procedures.
9. 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 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 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 for 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 of debris from the priority roadways, as identified by and directed by the City of Las Vegas. This phase of operations shall be conducted under 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, 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’s 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 by means of the load ticket.
4. All eligible vegetative debris loads shall be transported to the City of Las Vegas’s 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’s 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 which is placed within the City of Las Vegas’s 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 by means of the load ticket.
5. All eligible C&D debris loads shall be transported to the City of Las Vegas’s 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’s 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’s 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:
   1. Site management, including a point of contact and organizational chart
   2. Traffic control procedures and on-site traffic patterns
   3. Material Management Plans to ensure constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on site.
   4. Site safety plan
   5. Hazardous and toxic waste materials plan.
   6. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
   7. 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 which 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's 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:
   1. Establishing a safe work zone and controlling traffic as needed
   2. Utilizing appropriate personal protective equipment (PPE) for all workers
   3. Employing proper cutting and rigging techniques to ensure controlled felling and prevent damage to surrounding property
   4. 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’s 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:
   * 1. 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 prior to 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, which 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’s authorized representative.
7. The eligible hazardous stump shall be transported to the City of Las Vegas’s TDSR site or to the City of Las Vegas’s 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’s ROW and improved public property which pose a threat to life, public health, and safety.

1. The Respondent shall remove only hazardous limbs (hangers) which meet the following eligibility criteria in addition, are authorized by the City of Las Vegas or its designated representative:
   1. The hazardous limb must pose an immediate threat to life, public health or safety or poses an immediate threat of significant damage to improved property.
   2. The hazardous limb is still hanging in the tree above public property (ROW) or improved public property.
2. The City of Las Vegas or 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’s TDSR site or to 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 ~~y~~ 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 means of 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 means of 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:
   1. 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.
   2. 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.
   3. 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.
      1. 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.
      2. Collection and Containment: Carcasses shall be collected and contained in leak-proof containers or bags to prevent the spread of contaminants.
      3. Transportation: Carcasses shall be transported in designated vehicles or containers that are properly cleaned and disinfected after each use.
      4. Disposal: Carcasses shall be disposed of in accordance with all applicable local, state, and federal regulations, which may include burial, incineration, or rendering.
      5. Decontamination: All equipment and vehicles used for carcass removal shall be thoroughly decontaminated after each use to prevent the spread of disease or contamination.
   4. 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.
   5. Waterborne Debris Removal: The Respondent shall remove eligible waterborne debris from various watershed locations, including 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.
   6. Staging and Dewatering: The Respondent shall provide services as required for debris staging and dewatering, 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, including 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 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. Providing a response 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.