

REQUEST FOR PROPOSAL
RFP 15-16-0104
FIRE CHIEF SERVICES

The City of Elephant Butte (City) is requesting competitive sealed proposals for Fire Chief Services. Sealed proposals will be received by the City of Elephant Butte, 103 Water Street , Elephant Butte, NM 87935.

Proposals will be accepted C/O Karen Rieth, CPO until 2:00pm local time, Thursday, June 2, 2016. Submitted proposals shall not be publicly opened. Any proposals received after the stated closing time will be rejected and returned unopened.

Copies of the Request can be obtained in person at the office of the City Clerk at 103 Water Street, or will be e-mailed upon written or telephone request to Karen Rieth, CPO at 575-744-4892 or cityclerk@cityofelephantbutte.com.

The City of Elephant Butte reserves the right to reject any and/or all proposals and waive all informalities as deemed in the best interest of the City.

/S/Karen Rieth, CPO
Clerk-Treasurer

Published:
Herald - May 18, 2016
Sentinel - May 20, 2016

[Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§13-1-113) and published in a newspaper of general circulation in the area.

City of Elephant Butte
REQUEST FOR PROPOSALS
RFP# 15-16-0104
FIRE CHIEF SERVICES

The City of Elephant Butte requests qualification-based competitive sealed proposals for Fire Chief Services to be delivered to the City of Elephant Butte **Office of the City Clerk at 103 Water Street, Elephant Butte, NM on Thursday, June 2, 2016 by 2:00pm, MST**. The Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the City Council based on proposals submitted and follow up interviews conducted at the discretion of the evaluation committee. The City reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the City of Elephant Butte. All potential offerors are encouraged to read this RFP carefully, especially mandatory requirements.

The purpose of this Request for Proposals (hereinafter "RFP") is a means to select an Offeror that results in the selection of the best qualified professional most suitable to the needs of the City.

IMPORTANT:

The words "SEALED PROPOSAL" along with the RFP NUMBER AND THE OFFEROR'S NAME AND ADDRESS MUST appear clearly on the outside sealed envelope or package of all proposals.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING PROPOSAL SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION.

Proposals may be mailed to: ATTN: Karen Rieth, CPO
 City of Elephant Butte
 PO Box 1080
 Elephant Butte, NM 87935

Or hand/courier-delivered to: ATTN: Karen Rieth, CPO
 City of Elephant Butte
 103 Water Street
 Elephant Butte, NM 87935

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the City of Elephant Butte. (There is no US mail delivery to the City's physical address). If the proposals are sent by mail, the Offeror shall be responsible for actual delivery of the proposal before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

Karen Rieth, CPO
575-744-4892 Ext. 100 FAX: 575-744-4493
cityclerk@cityofelephantbutte.com

FORM OF PROPOSALS

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the evaluation committee, result in the rejection of the submittal.

- A. Number of copies. Each Offeror will submit one original with 3 copies.
- B. The proposal must be limited in format and length. All proposals will be typewritten on standard 8 ½" X 11" paper and bound or stapled on left. 20 page maximum.
- C. All proposals should include at a minimum, the following:
 - Cover Letter
 - Resume
 - Summary of experience and qualifications
 - Proof of any certifications or special training
 - Proof of minimum Class E CDL

The Successful Offerer will be required to pass a background check and drug test.

EVALUATION CRITERIA

A three person Evaluation Committee will evaluate all proposals based on the criteria outlined below. The top three acceptable proposals will then be granted in-person interviews with the Evaluation Committee, which will then make recommendation to Council for final award.

	Possible Points
1. APPROACH TO SCOPE OF WORK AND CAPABILITY OF PROPOSER The proposer shall show how the Proposer intends to perform the services requested and to provide specific experience and expertise in providing required services working with local or like agencies.	20
2. PAST EXPERIENCE The Proposer shall provide specific methods and the proposer's approach to working with local or like agencies. The Proposer shall provide a detailed record of successful contracts with contact name and telephone numbers of at least three (3) references.	40
3. QUALIFICATIONS The Proposer shall provide background and history that make Proposer uniquely qualified for the position.	40
TOTAL POINTS	100



CITY OF ELEPHANT BUTTE
FIRE CHIEF SERVICE AGREEMENT
RFP 15-16-0104

THIS AGREEMENT made and entered into effective the _____ day of _____, 2016, by and between the **CITY OF ELEPHANT BUTTE, NM**, whose address is 103 Water Ave., Elephant Butte, New Mexico 87935 hereinafter called "City", and **NAME**, whose address is **ADDRESS**, hereinafter called "Contractor".

1. PURPOSE

The City has Volunteer Fire & EMS Departments under the general control of the City and is in need of a responsible party for all Fire/EMS/Emergency activities and duties, including compliance with state regulations, but do not need full-time paid department employees. It is in the best interest of the City to contract out the duties to a qualified professional.

2. TERMS OF EMPLOYMENT

This Contract shall become effective when signed by both parties. The term of this contract is one year measured from the effective date. This Contract may be extended for two additional years by mutual consent of both parties.

The City and Contractor intend that an independent contractor-employer relationship will be created by this Agreement. Contractor is not to be considered an agent or employee of the City for any purpose, and is not entitled to any of the benefits that the City provides for City employees, including but not limited to sick leave, PERA, paid holidays, or unemployment. Contractor shall report directly to the City Manager and shall receive task orders from the City Manager.

Contractor shall notify the City in writing no less than 90 days before the expiration of the Contract term whether he or she intends to renew the Contract. If Contractor notifies the City that he or she wishes to renew, the City shall notify the Contractor in writing within 30 days thereafter of the City's intent to renew or not renew. If Contractor fails to provide such notice, then this Contract shall expire automatically one year after the effective date.

Contractor understands that it has no expectation of continued work and can be terminated for any reason whatsoever at any time. If this Contract is terminated by the City, Contractor will be paid for services rendered through the date of termination.

Furthermore, it is understood that as a Contractor, Contractor shall have no right to avail itself of the City Personnel Policy and Procedures or the grievance procedures contained therein.

3. CONTRACTOR'S GENERAL DUTIES

- Directs activities at all emergency scenes within the City's jurisdiction, and operations of incident command and firefighter duties.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Responsible for negotiating and maintaining aid agreements with surrounding jurisdictions.
- Develops, implements, and monitors department budget, approves budget expenditures; prepares and presents special and recurring reports.
- Serves as the City's Emergency Manager; keeping all documents, plans and policies pertaining to Emergency Management updated.
- Serves as advisor and liaison between the City of Elephant Butte and various regional organizations as appointed.
- Manages and coordinates volunteers and other personnel through appropriate delegation and work supervision of volunteers.
- Coordinates and leads weekly volunteer meetings for purposes of developing goals and priorities, assigning tasks and projects.
- Discusses and resolves administrative, workload, and technical issues; provides for proper training and development of department personnel.
- Provides leadership, direction and guidance in program management, technical strategies and priorities; ensures compliance with established policies, procedures, and regulations.
- Performs inspections of fire stations, personnel, and equipment to determine readiness for action.
- Ensures the sanitation, upkeep, and general safety of all fire facilities and equipment.
- Responsible for the performance of fire safety code inspection of new businesses and places of assembly.
- Attend meetings, trainings, and workshops as needed.

4. DELIVERABLES

Contractor shall submit invoices monthly, and shall provide monthly reports to the City Manager describing the services rendered and the status of each category of duties.

5. COMPENSATION AND BENEFITS

The City agrees to pay Contractor for his or her services satisfactorily performed at the rate of Two Thousand Seven Hundred Fifty dollars (\$2,750) per month, such compensation not to exceed \$33,000 per year, excluding gross receipts tax.

The City shall provide Contractor with a vehicle, vehicle insurance, fuel, and mechanical services for said vehicle.

6. CONFIDENTIALITY

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

any individual or organization by the Contractor without the prior written approval of the City.

7. RESIDENCY REQUIREMENTS

Within six (6) months, Contractor must be willing to relocate within ten (10) miles of the boundaries of the City.

8. INSURANCE

Contractor agrees to maintain all necessary insurance to perform the duties under this Agreement in accordance with State.

Contractor shall complete and return the W-9 form attached hereto as Exhibit A. Contractor shall provide the Client with current contact information including name(s) and telephone number(s).

9. LICENSES

Contractor agrees to secure all licenses, permits or registrations necessary to perform his or her duties under this Agreement.

Contractor shall maintain at minimum a valid Class E Driver's License at all times.

10. TAXES

Contractor agrees to pay any and all taxes incurred by Independent Contractor as a result of this agreement.

11. COMPLIANCE WITH LAW

Contractor will comply with all applicable Worker's Compensation and other Federal, State, and City laws, ordinances, rules, and regulations.

12. GENERAL PROVISIONS

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

Each part acknowledges that they have read and understand this Agreement and that it is contractual and binding. Each party by signing this Agreement hereby agrees that they are

authorized to sign the same on behalf of the above named entities thereby binding each other individually as well as their respective entities.

The parties shall, in good faith, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement effective the day and year set forth above.

CITY OF ELEPHANT BUTTE

DATE

CONTRACTOR

DATE