

**CITY OF JAL**  
**Request for Proposals**



**RFP 18-0101**  
**“CITY MANAGER SERVICES”**  
**DUE DATE:**  
**MAY 15, 2018**  
**2:00 P.M. MST**

**Submit to:**

**Laura E. Sanchez-Rivét**  
**Jal City Attorney**  
**Cuddy & McCarthy, LLP**  
**201 Third St. NW, Suite 1300**  
**Albuquerque, NM 87120**

**IMPORTANT**  
**PROPOSAL MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND**  
**DEADLINE DATE CLEARLY INDICATED ON THE BOTTOM LEFT**  
**HAND SIDE OF THE ENVELOPE.**

## GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978, the City of Jal is requesting competitive sealed proposals for professional services.

Proposals must include but are not limited to the requirements set forth in the "Form of Proposal". Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the City. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process. Upon reviewing the Proposal, top qualified offers may be contacted for additional qualifying information in the form of a formal presentation.

Negotiations may be conducted with all responsible Offerors who submits proposals found to be reasonably likely to be selected for award.

The award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City of Jal, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon criteria which does not include price.

The City will open and evaluate all proposals; determine the need for, and conduct any negotiations; and make a final recommendation to the City Council for award of the contract.

The City reserves the right to reject any or all proposals and to waive any technicalities at its option when in the best interest of the City of Jal.

Award of the contract is contingent upon the budgeting and appropriation of funds for the continuation of the services contemplated by this Request for Proposal.

The proposal excludes all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which come effective after the date the contract is entered into. Taxes shall be shown as a separate amount on each billing or request for payment and shall separately identify each tax being billed.

**COOPERATIVE BID:** By submitting a proposal the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.

**PENALTIES:** If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Jal will initiate the following procedures:

- A. First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor will be given 10 working day to respond to this notice.
- B. Second Notice: Issuance of a second written notice after ten business days will assess the contractor a \$100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

**PROTEST BOND:** Protest may be filed in accordance with 13-1-1 NMSA. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.

**NOTICE:** The Procurement Code, 13-1-21 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**TERMINATION OF NEGOTIATIONS:** The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer eligible for selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

**CONFIDENTIALITY/PROPRIETARY INFORMATION:** Proposers should give specific attention to the identification of those portions of proposals deemed to be confidential, proprietary information or trade secrets, and provide justification of why such materials, upon request, should not be disclosed by the City under the Public Records Act under New Mexico Law and must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface the proposal with a proprietary statement. Unless materials are properly noted as confidential/proprietary and proper justification is provided as required above, all materials submitted by the Proposer become the property of the City of Jal and may be returned to the Proposer at the sole discretion of the City. The City has the right to use any/all ideas, not noted as confidential/proprietary, presented in any response to the RFP, whether the Proposer is selected by the City or not. All proposals are kept confidential until an award is made by the RFP Committee.

**EEO STATEMENT:** The City of Jal is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status or sexual orientation.

**PREPARATION COSTS:** The City of Jal is not responsible for any costs associated with the preparation or submittal of this RFP.

**PRECEDENT:** All items in the General Conditions may be modified in the body of the Request for Proposal (RFP). The written RFP takes precedent over the General Conditions listed above.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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. **THIS FORM 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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who 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 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.

**18-0101 DISCLOSURE OF CONTRIBUTIONS:**

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

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

List of Applicable Public Officials: Stephen Aldridge, Mayor, and Councilors Lorenzo Chacon, Victor (Joe) Cole, Melody Beckham, Amelia Treviño, Mike Orr, and Jim Ellison.

Name of Applicable Public Official: \_\_\_\_\_

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)

SUBMITTAL SHEET  
RFP 18-0101

**CITY MANAGER SERVICES**

The items to which this sheet is attached represents our proposal as described therein. We certify that we have read the conditions of the RFP and that we understand them fully. We understand that any discrepancies in this invitation which come to our attention must be mentioned to the City of Jal prior to the opening of proposals or adjudication will be made by executive decision.

Please type or print.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
NAME AND TITLE OF AGENT

\_\_\_\_\_  
BUSINESS ADDRESS CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER FAX NUMBER TOLL FREE NUMBER

\_\_\_\_\_  
E-MAIL

If you qualify for the Resident Preference or Resident Veteran Preference as per the enclosed information (Resident Preference) include your current number.

\_\_\_\_\_  
RESIDENT PREFERENCE NUMBER TAX ID NUMBER

\_\_\_\_\_  
SIGNATURE

**(THIS SHEET MUST BE COMPLETED & SIGNED TO BE CONSIDERED)**

- \_\_\_ Attach Signed Campaign Contribution Disclosure Form
- \_\_\_ Attach Copy of Resident Preference Certificate (if applicable)

**CITY OF JAL**  
**REQUEST FOR PROPOSAL**  
**CITY MANAGER SERVICES**

Jal, New Mexico

**GENERAL INFORMATION**

The City of Jal is requesting proposals from qualified individuals or companies to provide Professional City Manager Services. One (1) original and Five (5) copies of the proposal should be submitted no later than Tuesday, May 15, 2018 at 2:00 p.m. local time at the Office of the Jal City Attorney, Laura E. Sanchez-Rivét, Cuddy & McCarthy, LLP, 201 Third St. NW, Suite 1300, Albuquerque, NM 87120.

Label the lower left corner of the proposal with the following information:

1. RFP Number (RFP-0101)
2. Date Due
3. RFP Title
4. Company Name

**CONTRACT PERIOD AND RENEWAL OPTIONS**

The term of the contract will be July 1, 2018 through June 30, 2019. At the end of that time, and for a period of three (3) years the City shall have the yearly option of renewal or soliciting proposals for a new firm. The rate shall be negotiated annually if the City takes the option to renew.

**SCOPE OF WORK**

The City desires to enter into a non-exclusive contractual relationship with a company or individual to provide City Manager services to the City of Jal, including but not limited to the following:

1. Attend all City Commission regular meetings, study sessions, special meetings and hearings, and executive sessions.
2. Attend any special board or commission meetings as requested by the Mayor and City Council.
3. Provide highly complex staff assistance to the Governing Body: conducts studies and prepares reports on various City management problems and functional activities as directed.
4. Provide direct, substantive assistance to the Mayor and the Governing Body through development of proposals, information and interactions with various entities.
5. Manage legislative initiatives and intergovernmental relations by coordinating with state and federal lobbyists, member organizations and elected officials.
6. Coordinate various activities within the organization to assure quality, consistency and equity in the delivery of services, to include direct or indirect supervision of administrative professional staff.

7. Represent the City in intergovernmental, interdepartmental, community and professional meetings as required.
8. Process complaints and requests received by the City Manager's office by obtaining needed information and preparing or coordinating replies.
9. Develop and implement the budget and long range goals for the City; work with the City Treasurer to monitor the assigned budget and approve expenditures as authorized by the City Council.
10. Oversee and implement decisions affecting personnel policies; serve as primary manager of City employees; in coordination with the City Attorney, advise departments on matters related to employees and personnel policies
11. Serve as project manager for a variety of special projects; facilitate project activities and resolves problems; develop and submit project reports to the Mayor and City Council.
12. Represent the City's interests and positions before legislative and rule-making authorities at all levels of government; recommend policies and procedures.
13. Act on behalf of the City Manager's office. Serve as primary manager, including specific duties when assigned by the Mayor and Council.
14. Work with the Mayor, City Council and City Attorney to appropriately protect and represent the City in all matters and exercise discretion for the City's best interest.

## **REQUIREMENTS OF PROPOSAL**

Submit the following, in no more than 20 pages, labeled and in the same order as follows:

- A. Experience in providing City Manager services - please highlight experience in the areas listed above in the scope of work.
  1. Submit complete resumes of individual who will provide the work.
  2. List relevant workshops and municipal trainings attended
  3. Outline your limits of Liability Insurance. State if there are any current suits pending against your firm.
- B. Experience with public agencies, including Open Meetings Act, Inspection of Public Records Act, the Governmental Conduct Act, and other public laws of the State of New Mexico and the Federal Government. Experience with the Procurement Code and New Mexico Statutes.
  1. Define your firm's expertise with public agencies, and any other special resources of particular use to the City.
- C. Experience with public finances, taxes and bonds – please highlight any education, training or experience with a city or public entity budget, the procurement process, taxation, development of bond issues, work with municipal financial advisors and/or bond counsel, and any capital outlay and/or legislative funding proposals.



- D. Fee - Submit in a separate sealed envelope the attached fee proposal sheet. The City of Jal reserves the right to select the fee that is most advantageous.
- E. The geographic location of the firm.
- F. References – submit at least three professional references, describe scope of services provided to each reference, dates of services, and current contact information for each.
- G. Resident Business Certificate – submit your firm’s current resident business certificate issued by the New Mexico Taxation and Revenue Department.

**EVALUATION FACTORS**

The above criteria will be evaluated as follows:

- A. 20% - Experience in providing City Manager services
- B. 20% - Experience with public agencies
- C. 20% - Experience with public finances
- D. 20% - Fee
- E. 10% - Geographical location of the firm
- F. 5% each - New Mexico Resident Business Certificate or Resident Veteran’s Business Certificate

**TRAVEL EXPENSES**

The City of Jal will pay \$500 per month to cover travel expenses related to fulfilling the scope of services under this contract.

**CONTRACT TERMS**

The City of Jal reserves the right to terminate the contract at any time for non-performance with not less than a fifteen (15) day written notice.

**NOTICE**

The Procurement Code, 13-1-21 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. The City of Jal reserves the right to award a contract based on this RFP process or to hire an individual as an employee pursuant to a concurrent job description posted on the City of Jal website and due by May 15, 2018.

**QUESTIONS**

Questions concerning this request for proposal or the procurement process should be directed to the City Attorney at (505) 888-1335 or lsanchez-rivet@cuddymccarthy.com.

**FEE PROPOSAL**

**City of Jal City Manager Services**

I/We the undersigned, will provide full time “City Manager” services for the City of Jal, New Mexico, as outlined in the Request for Proposal, for a monthly flat rate of \$\_\_\_\_\_ or some other rate of compensation as described below:

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These fees do not include applicable taxes.

Any extraordinary services will require Council approval at a negotiated rate to be determined.

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Signed

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Typewritten Name

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Title

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Firm

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Address

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Phone

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Date