

REQUEST FOR PROPOSALS
FOR
RFP 21-AD-014
PUBLIC DEFENDER SERVICES

As Requested by
THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 AM Wednesday, April 28, 2021

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1. **INTRODUCTION**

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

1.2. Overview. The City of Rio Rancho (City) requests proposals from qualified attorneys licensed in the State of New Mexico to provide independent legal counsel to indigent defendants facing misdemeanor charges in Rio Rancho Municipal Court (Court). The City plans to engage one or more respondents ("Offeror(s)") with whom to enter into a contract to serve as public defender ("Public Defender").

The City may award multiple contracts as an outcome of this solicitation and the contract term will begin July 1, 2021. This RFP provides no guarantee of a minimum workload. The awarded legal counsel/counsel(s) will be assigned cases on a rotation throughout the term of the contract. The proposed contract will be effective for a period of one (1) year with option to renew for three (3) additional one (1) year terms. The contract term shall not exceed a maximum of four (4) years. A draft of the proposed contract is attached hereto as Appendix B. All exceptions or issues with this document should be noted in your proposal.

The City prosecutes an average of three hundred fifty (350) defendants per year who are eligible for counsel from a public defender. The City allocates funds required by statute, and assigns counsel on a random, rotating basis.

As compensation the City will pay a single flat fee to a Public Defender to represent each eligible defendant as assigned by Municipal Court to each case and for the life of each such case, including any and all outcomes in Municipal Court, and including assisting defendants as requested to file Municipal Court case appeals.

In the event that a single defendant has more than one case pending, the Court will consider each case number as a separate case, unless those cases are consolidated for purposes of resolution. The City will pay the fee per case up to but no more than the fee for two (2) active cases involving the same, single defendant.

Court Records Provided: The Court will furnish the Public Defender notification when defendants are assigned legal counsel, and the prosecutor's office will provide free of charge copies of relevant discovery. The Public Defender shall engage all reasonable and necessary steps to protect the confidentiality of records as may be required by statute or criminal procedure, including but not limited to redactions as necessary for any personal identifier information not pertinent to the defendant's case.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho - Department of Financial Services
Attention: Shonna Ybarra, Purchasing and Contracts Manager
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Telephone: (505) 891-5044
sybarra@rrnm.gov

2. **CONDITIONS GOVERNING PROCUREMENT**

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Wednesday, March 31, 2021	NA
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Sunday, April 18, 2021	5:00 PM
Response to Written Questions	City of Rio Rancho	Wednesday, April 21, 2021	5:00 PM
Submission of Proposals	Offerors	Wednesday, April 28, 2021	10:00 AM

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. A pre-proposal conference will not be held for this solicitation.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: www.rnm.gov/bids. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5. Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be

recorded on each proposal. Due to the current COVID restrictions City Hall is closed to the public half day so proposals must be mailed to:

City of Rio Rancho - Clerk's Office
Attention: Shonna Ybarra, Purchasing and Contracts Manager
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

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The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, <http://www.rnm.gov>.

2.2.6. Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

2.2.7. Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8. Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9. Award without Discussions. An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the

offer is accepted as submitted.

2.2.10. Selection of Finalists. If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.

2.2.11. Discussions with Finalists. The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.

2.2.12. Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13. Finalize Contract. The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14. Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15. Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

- 2.3.1.a** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.1.b** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.
- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing

nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.

- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.**

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and

- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of four (4) pages for the responses to the Evaluation Criteria. The Required Information Form, Table of Contents, any requested redlined changes to contract related documents, Disclosure of any Potential Conflicts of Interest, Cost Proposal, specified required documents and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into three clearly defined sections, which shall include:

3.2.2.a Section 1: Required Information Form, Table of Contents, and any additionally required documents not included in the page count.

3.2.2.b Section 2: Responses to scoring criteria.

3.2.2.c Section 3: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).

3.2.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD or thumb drive containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**

3.2.4 The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

3.2.5 The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Cost Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form. Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- ***Disclosure of any Potential Conflicts of Interest.*** A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Cost Proposal. Offerors must submit a cost proposal detailing their proposed fees with their RFP submission.

4.2.3 Required Documentation. Offerors must submit the following documentation:

- Documentation of membership of the New Mexico State Bar.

- Provide documentation of two (2) year's practice including misdemeanor representation.
- Proof of Insurance

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Approach to Perform Services

Provide detailed information regarding the philosophy to deliver the legal services being requested. Provide an overview of how each case might be handled and describe your availability to meet with prospective clients to ensure proper representation is provided. If a substitute counsel is required provide a strategy to ensure proper representation. Maximum page limit for responses to this section is two (2) pages.

4.3.2 Qualifications and Experience

Provide detailed information related to the Offeror's experience with an emphasis on specialized legal experience and technical competence to be able to provide services as a Public Defender. Provide specific examples of experience and qualifications that the Offerors believes would be relevant to the services being requested. Maximum page limit for responses to this section is two (2) pages.

4.3.3 Quality of Proposal

The consultant shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be affected if proposal contains errors in spelling, punctuation, grammar, formatting and organizational mistakes in the proposal.

4.3.4 Cost Proposal.

Offerors must submit a Cost Proposal along with each copy of their proposal submission. Please provide a flat rate fee per case with a maximum fee per case if additional services are requested by the City. Offerors shall submit a flat fee per case as explained in the Scope of Work – Exhibit A.

5. Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	Disclosure of any Potential Conflicts of Interest	Pass/Fail
4.2.3	Cost Proposal	Pass/Fail
4.2.4	Required Documentation	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Approach to Perform Services	60
4.3.2	Qualifications and Experience	60
4.3.3	Quality of Proposal	10
4.3.4	Cost Proposal	20
	Total Points	150

Exhibit A
Scope of Work / Specifications
Public Defender Services
RFP 21-AD-014

GENERAL INFORMATION

The City of Rio Rancho (the "City") intends to establish contracts to provide mandated legal defense services to indigent persons arrested for or charged with misdemeanors committed within the City of Rio Rancho, as well as, on occasion, provide such services for indigents in probation violation proceedings, appeals, contempt proceedings and/or other legal matters involving potential loss of liberty and which legally require the appointment of counsel. The awarded Attorney(s) (the "Attorney") shall provide all services detailed within this Scope of Work.

The contract term for these services will begin July 1, 2021.

SCOPE OF WORK**I. PURPOSE, ADMINISTRATION, STATUS OF ATTORNEY**

- A. Purpose:** The purpose of this Contract is to contract with legal counsel to provide mandatory legal defense services to indigents in the City in connection with the legal matters described above.
- B. Administration:** The City's Municipal Court Judge, Alternate Judge or designee shall serve as Contract Representative on the part of the City.
- C. Relationship of the Parties:** The status of Attorney shall be that of an independent contractor. Attorney shall not be considered to be an employee of the Court or the City of Rio Rancho for any purpose and shall not be entitled to receive any benefits that the Court or the City of Rio Rancho provides its employees and shall not be subject to the provisions of the City of Rio Rancho Merit System. Attorney shall be responsible for payment of all bar dues and federal, state and local taxes associated with compensation received pursuant to this Contract. The Court neither agrees to use the Attorney exclusively or to guarantee Attorney a specific number of appointments. The Attorney shall not be restricted by the Contract from engaging in the private practice of law beyond the scope of this Contract.

II. SCOPE OF WORK BY THE ATTORNEY

- A. Nature of Work:** The Attorney shall provide legal assistance and representation to those eligible persons as appointed by the Court. Assignments are limited to misdemeanor trial cases in Municipal Court but, as required by the Court, may include such matters as probation violation proceedings, bond hearings, material witness representation or other legal matters involving potential loss of liberty and which legally require the appointment of counsel.
- B. Scope of Work:** Representation shall be from the date of appointment by Municipal Court and continue through every stage of the legal proceedings at the trial court level, including sentencing and filing appeal.

The duty of representation continues until the charges are terminated by dismissal with

prejudice or until the defendant is acquitted or sentenced except that Attorney will be required to continue to represent the defendant for any restitution or other hearing set at the time of sentencing. Some cases will not so terminate until after the expiration date of the Contract. If requested by the defendant, Attorney must file a Notice of Appeal and Designation of Record in all cases in which the defendant has a right and good faith basis to appeal.

Requests from defendant for assistance from the Attorney received after time for representation under the Contract has passed are not within the scope of this Contract and the Attorney is not entitled to additional compensation from the City for such work unless specifically appointed by the Court to do so.

- C. Case Allocation and Assignment:** No maximum or minimum number of case assignments is contemplated. Appointments shall be made at the sole discretion of the Court. Cases in which a single defendant has, either under the same or different cause number, several counts or charges pending at any one time shall constitute one case assignment regardless of the number of counts or charges and regardless of the number of cause numbers, unless they are tried as separate cases.
- D. Professional Standards:** The professional services provided by the Attorney shall be consistent with the New Mexico Rules of Professional Conduct, state and local court rules and the written administrative and procedural policies and procedures established by the Court. The Attorney shall devote such time to the cases assigned so as to provide competent, effective and timely legal assistance and representation to all persons the Attorney is appointed to represent.

The Attorney shall have at least two (2) years of legal experience including experience in the practice of criminal law. Attorney shall comply with all mandatory continuing legal education requirements of the State Bar of New Mexico. Pursuant to such compliance and as a material term of this contract, the Attorney shall attend at least twelve (12) hours of continuing legal education in the area of criminal law and/or procedure during the term of this contract. Documentation of attendance shall be furnished to the Court upon request.

- E. Compliance with Laws, Rules and Regulations:** The Attorney shall, throughout the term of this Contract, comply with all applicable City, County, State and Federal laws, ordinances, rules, regulations and statutes.

III. ASSIGNMENT, WITHDRAWAL, SUBSTITUTE REPRESENTATION

- A. Assignment of Cases:** Appointments and substitution of counsel shall be made by the Court staff on a rotating basis from a list of attorneys selected and approved by the Court pursuant to this contract. The Court reserves the right to appoint counsel outside of the rotation at the sole discretion of the Court. The Attorney shall accept all assignments made by the Court except where a conflict of interest prevents the Attorney from ethically representing a defendant or the Attorney's caseload is such that it would interfere with the rendering of quality representation or lead to the breach of professional obligation. Immediately upon assignment, the Attorney shall make every effort to determine whether a conflict of interest exists, and if so, shall promptly notify the Court in writing.
- B. Awards to Multiple Attorneys:** It is desirable for the Court to have a list of multiple Attorneys available for case assignment as a public defender pursuant to this contract.

The City reserves the right to award contracts to multiple Attorneys in order to ensure adequate availability of defense counsel. If at any time before the end of this contract period, the City determines that it needs to repost this request for proposal and reopen the solicitation process, it shall do so and any and all Attorneys currently approved under this contract shall remain eligible for case assignment without the need to submit a new proposal; or, otherwise, any Attorney currently approved under this contract is eligible to submit a new proposal.

- C. Deferring Assignments Temporarily:** The Attorney may defer acceptance of assignments for any period of time up to six (6) months without terminating this Contract by notifying the both City Finance Department and the Court. The Finance Department shall maintain a current list of attorneys available for appointments under the terms of this Contract and shall provide the same to the Court. The Court shall use the current list to make appointments.
- D. Discontinuance of Appointments, Termination of Representation by the Court:** The Court may discontinue appointing the Attorney to cases with or without cause and it may terminate the Attorney's representation for good cause.
- E. Withdrawal from Cases:** In the event that a conflict of interest or other circumstances which the Attorney believes justifies reassignment of any appointed case, the Attorney shall notify the Court prior to withdrawal from the case. The Court shall give the Attorney the name of the next available attorney on the rotation list. The attorney shall then immediately file the motion to withdraw. In the motion to withdraw, the Attorney must affirm that how and when the Court was notified and that the Court provided the name of the next available attorney on the rotation list. The Attorney shall state the name of the next available attorney.
- F. Substitute Representation:** In the case of scheduling conflicts, vacations or other short term unavailability of the Attorney, the Attorney may arrange for duties to be handled by a competent, duly licensed attorney. The Court shall provide no additional compensation for such substitute representation.

IV. REDETERMINATION OF INDIGENCY, PRIVATE COMPENSATION

- A. Continued Eligibility of Defendants:** The Attorney shall schedule a hearing before the assigned judge to review the indigence of a defendant if the Attorney becomes aware of assets, income or change in circumstances of a client such that a question as to the defendant's continued eligibility to receive counsel at the public's expense exists. This section shall not require the disclosure of any privileged information that is considered a confidential communication under Court Rules or the New Mexico Rule of Professional Conduct. The inquiry and decision as to the client's eligibility shall be the responsibility of the Court.
- B. Private Compensation:** The Attorney shall not charge or accept any fee or other compensation for services rendered pursuant to this Contract except as specified herein.

V. COMPENSATION AND METHOD OF PAYMENT

In consideration of the provision of professional services rendered under this Contract, the Court shall make payment to the Attorney as follows:

- A. Compensation:** For each case assignment, the Attorney shall be compensated on

the approved rate as agreed upon by both parties.

Dismissal Prior to Pre-trial: Appointments made by the Court that are subsequently dismissed prior to a pre-trial hearing or conference being held shall not be compensated as a case under the terms of this Contract. Counsel so assigned shall submit a pay claim for payment of services rendered at \$50.00 per hour, not to exceed \$100.00, together with the services provided and the time spent on each service and costs incurred.

Withdrawal, Substitution of Counsel: Cases in which the Attorney subsequently withdraws shall not be compensated as an assigned case under the terms of this Contract. Upon withdrawal from an assigned case, the Attorney shall submit a pay claim for services rendered at the rate of \$50.00 per hour, not to exceed \$100.00, together with an itemization for the services provided and the time spent on each service.

Exceptions: In cases where a conflict arises that reasonably could not have been discovered prior to the Attorney spending a substantial number of hours on the case or in which private counsel is retained by the defendant, the Attorney may submit a pay claim for payment for services rendered at \$50.00 per hour not to exceed the base compensation rate together with an itemization of the specific services provided and the time spent on each service. After review of the documentation, the Court shall determine the amount of the Attorney's compensation.

Miscellaneous Assignments: This Contract includes assignment of petty misdemeanor trials, but may require representation in such matters as material witness representation, probation violations, extradition, drug court cases and other matters involving potential loss of liberty and that legally require the appointment of counsel. If appointed to such a matter, the Attorney will be compensated at the rate of \$50.00 per hour, not to exceed the base compensation rate for an individual case.

B. Expenses

Ordinary Expenses Not Reimbursable: Ordinary expenses involved in the representation of criminal defendants are not reimbursable but are included in the flat rate Contract price. Ordinary expenses include, but are not limited to office overhead, mileage within a seventy (70) mile radius of the Court, postage, facsimiles, computer and Westlaw/Lexis charges, messenger or delivery service, and office supplies.

Subpoenas: The Court may reimburse the Attorney for one subpoena per witness.

Extraordinary Expenses: In the event that an Attorney wishes to be reimbursed for any extraordinary expenses the Attorney shall make specific application to the Court prior to incurring the expenses. All expenses shall be in accordance with guidelines established by the Court and shall not exceed rates set by those policies unless specifically authorized by written order of the Court.

Expert Witness, Investigators: Prior to retaining such services, application for appointment of expert witness or investigators must be made to and approval obtained from the Court. The fees charged by such expert witnesses and investigators are not to exceed rates approved by the Court. The Court may require that the Attorney review and initial all invoices for services rendered by approved

experts and investigators before they are submitted to the Court for payment.

Interpreters: Qualified interpreters for non-English speaking indigents for all in-court proceedings and out-of-court interviews shall be provided by the Court through the Court Administrator.

- C. Failure to Obtain Prior Review and Approval by Court:** Failure to obtain prior approval for certain expenditures referenced above shall constitute a waiver of the Attorney's right to petition for or receive additional compensation. However, the Court retains the right to allow additional compensation if specifically required to prevent manifest injustice.

The Court may review decisions of the Court to deny or limit requests for any additional expenditure by motion filed within ten (10) days of the date of the decision.

Upon filing a claim, the Attorney shall include a copy of the Court approval or order authorizing compensation under this section and an itemization of the specific services provided with the time spent on each particular service.

- D. Compensation Cap:** The total amount of fees and costs under this Contract shall not exceed \$100,000.00 per year, per awarded Attorney. In the event that the Attorney's compensation reaches the \$100,000.00 cap prior to the termination, extension or amendment of this Contract and the Attorney continues to provide statutorily mandated representation, the Court shall first specifically approve by written order any additional fees or claims for additional fees and costs.
- E. Payment Procedure:** All bills for the Attorney's services and reimbursement under this Contract must be submitted to the Court on the Court's form with appropriate documentation attached thereto in accordance with the Contract and/or the Guidelines for Allowable Fees and Expenses established by the Court. The Court shall review and verify all invoices and documentation and may contact the Attorney for additional documentation or explanation. When the invoice is reviewed and approved, the Court will send the approved invoice to Accounts Payable for payment. There shall be no reimbursement for unnecessary or excessive fees and costs.
- F. Timely Submission of Pay Claims:** All pay claims must be submitted to Court no later than 30 days after the termination of the case. Pay claims received by the Court after 30 days may not be reimbursed at the Court's discretion. The Court shall not honor any claim for payment submitted more than ninety (90) days after the date of the provision of the last service for which payment is sought.
- G. Claims not to be Submitted Before Case is Terminated:** Pay claims may not be submitted prior to the termination of a case with the exception of the following:

After Completion of Trial or Change of Plea but Before Sentencing: The Attorney shall continue representation until the case is terminated at no additional cost.

Upon Dismissal of Case Without Prejudice, Acceptance into Diversion or Issuance of a Warrant: The Attorney shall continue to represent the defendant if and when the case resumes. If the Attorney does not wish to continue representation, the Attorney shall file a Motion to Withdraw with the Court and, if granted, may be compensated as specified above.

H. Audit and Audit Disallowance: In the event that the Court determines that a cost for which payment has been made is a disallowed cost, the Court shall notify the Attorney in writing of the disallowance and the required course of action. The Court shall have the option to adjust any future claim submitted by the Attorney by the amount of the disallowance or to require payment of the disallowed amount to the City by the Attorney.

VI. RECORD KEEPING

The Attorney shall keep accurate and complete files and records including final disposition of records for each case assigned under this Contract. The Attorney shall submit written monthly status reports in a form approved by the Court on or before the last day of each month in which the Attorney has open cases before the Court. All records shall be made available to the Court for inspection and duplication upon request. The Attorney shall keep and preserve each record of cases assigned under this Contract for the period prescribed by the New Mexico State Bar and as otherwise required by statute or rule. This section does not require the disclosure of any privileged information that is considered a confidential communication under Court Rules or the New Mexico Rules of Professional Conduct.

Appendix A
REQUIRED INFORMATION FORM
RFP 21-AD-014
Public Defender Services

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 21-AD-014, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract No. XX-XX-XXX
Professional Services Agreement
Public Defender Services

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Rio Rancho (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for on call Public Defender Services, RFP 21-AD-014, on_____, containing the scope of work attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted a proposal in response to RFP 21-AD-014 on _____; and incorporated herein by reference; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP 21-AD-014, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit A attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one (1) year with option to renew for three (3) additional one (1) year terms. This Agreement term shall not exceed a maximum of four(4) years.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all

or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Consultant shall invoice the City monthly for services provided in accordance with the Consultant's fee schedule included in Exhibit B. Contractor shall not provide any quantities of work under this Agreement above and beyond the quantities approved in writing by means of case assignment issued by the Court's and issuance of a purchase order by the purchasing office. Contractor shall submit monthly invoices to the City stating the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City receives an invoice.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, resources, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

Except where protected by attorney-client privilege, all work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors whom the Contractor retains in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships with its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents, employees, and subcontractors.

- (a) In particular, but not by way of limitation, the Contractor shall maintain in force throughout the term of this Agreement, the following insurance policies:
 - (1) a professional liability insurance policy in an amount not less than One Million

Dollars (\$1,000,000) per claim and in the aggregate, written on a "claims made" basis, covering the Contractor's errors and omissions in performing its services hereunder; and

- (2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Contractor's services hereunder, including those provided by independent contractors, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000), and One Million Dollars (\$1,000,000) aggregate limit.
- (b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.
- (c) The Contractor shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.
- (d) The City shall be named as an additional insured under all policies required under this Section.

9. ASSIGNMENT AND DELEGATION

The Contractor shall not subcontract any portion of the services to be performed hereunder without the prior written approval of the City or as is customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

10. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records shall be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and shall be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient funding appropriations by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. 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 revealed or made available to any person by the Contractor without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) When performing their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies, and procedures.

(b) The Contractor hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder, including claims for payment with respect to work for items not properly specified in the Contractor's work product.

15. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Finance Department. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Attn: Carole Jaramillo, Finance Director
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: (505) 891-5010
Fax: (505) 891-5203

For notice to the Contractor:

Telephone: _____
Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Contractor]

BY: _____
Peter Wells, Acting City Manager

BY: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney

Appendix C
LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one)**:

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 21-AD-014
Public Defender Services**

**Appendix D
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing and Contracts Manager
 CITY OF RIO RANCHO
 DEPARTMENT OF FINANCIAL SERVICES
 3200 CIVIC CENTER CIRCLE
 RIO RANCHO, NM 87144
 Phone: (505) 891-5044
 Fax: (505) 891-5762
sybarra@rrnm.gov