

CITY OF GALLUP

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

Provide Legal Representation Services for
Indigent Defendants in Municipal Court

RFP NO. 2018/2019/04/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE: April 11, 2019
TIME: 2:00 PM (LOCAL)

PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO
RFP NO. 2018/2019/04/P

Public notice is hereby given that the City of Gallup, New Mexico, will receive sealed proposals for the following:

**PROVIDE LEGAL REPRESENTATION SERVICES FOR
INDIGENT DEFENDENTS IN MUNICIPAL COURT**

As more particularly set out in the RFP documents, copies of which may be obtained from the City of Gallup Purchasing Division, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids.

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME)** on **April 11, 2019** when proposals will be opened and read aloud in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated this 13th day of March 2019

By: /S/ Jackie McKinney, Mayor

Classified Legal Column:

Gallup Sun Publishing Date: Friday, March 15, 2019

**ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL
RFP No. 2018/2019/04/P**

**Provide Legal Representation Services for
Indigent Defendants in Municipal Court**

In acknowledgment of receipt of this RFP the undersigned agrees that they have received a complete copy of this proposal consisting of Twenty (20) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **March 29, 2019**. **Only potential offeror who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all written questions and the City's written responses to those questions as well as Amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this RFP.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the RFP.

Return this form by fax or email to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1334
(505) 722-5133 Fax
Email: vrodriguez@gallupnm.gov

Please return this form no later than March 29, 2019

I. GENERAL CONDITIONS

RFP No. 2018/2019/04/P

The City of Gallup is inviting proposals to: **Provide Representation Services for Indigent Defendants in Municipal Court**

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec Avenue; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), on **April 11, 2019** until 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

MAILING: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

MODIFICATIONS OR WITHDRAWAL: 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 Purchasing Office.

COPIES: Please return one (1) original and five (5) copies of each proposal.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, Offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

NEGOTIATIONS: Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offeror's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined by the City to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible

goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

CONTACTS: If clarification is needed on the General Conditions of this proposal submit the questions in writing to: Frances Rodriguez; City of Gallup Purchasing Office; P.O. Box 1270; 110 W. Aztec; Gallup, NM 87305; (505) 863-1232; (505) 722-5133 (fax); frdriguez@gallupnm.gov. Questions submitted after March 29,2019 will not be addressed.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is required” or “are required”.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in the draft agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

OFFEROR'S TERMS AND CONDITIONS: Offeror's must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

PREFERENCES: A five percent preference of the total weight of all factors used in evaluating the

Request for Proposal shall be awarded to a City of Gallup Resident Business, or to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business, and in either case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's Preference will be factored into the Request for Proposal scores where applicable. However, no offeror will receive BOTH preferences.

For information on State of New Mexico resident business certification, call 505-827-0951 or to download applications, go to:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

METHOD OF AWARD: A multiple source award may be made based on qualifications, cost and/or compliance with the specifications and requirements. Multiple source award is an award for one or more services, items of tangible personal property or construction to more than one bidder or offeror.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

RFP No. 2018/2019/04/P

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

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

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant.

DUE DATE, TIME & PLACE: Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):
City of Gallup Municipal Building
ATTN: Purchasing Department
P.O. Box 1270
Gallup, NM 87305

If Hand Delivered (FedEx; UPS, etc):
City of Gallup Municipal Building
ATTN: Purchasing Department
110 West Aztec
Gallup, NM 87301

TECHNICAL CONTACT: Send all inquiries regarding the technical aspects of the RFP to: Frances Rodriguez, Purchasing Director; Phone (505)-863-1334; Fax (505)-722-5133; (Email) frdriguez@gallupnm.gov, who shall be the sole point of contact for the RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Offeror name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

ACCESS TO FACILITIES: Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through the exercise of due diligence.

ACKNOWLEDGEMENT OF RECEIPT: Please return Acknowledgement of Receipt form no later than **March 29, 2019**. Only potential offerors who return this form will receive copies of amendments and correspondence.

III. PROPOSAL FOR LEGAL SERVICES

RFP NO. 2018/2019/04/P

I. Scope of Services

A. Proposer shall provide legal representation for indigent defendants charged in City of Gallup Municipal Court and shall include the following:

1. Represent defendants in Municipal Court in cases where the court appoints a Public Defender to represent an indigent defendant.
2. Represent defendants in District Court in cases appealed from Municipal Court where the court appoints a Public Defender to represent an indigent defendant.

II. Special Terms and Conditions

- A. Initial term of contract shall be from date of execution of the contract thru June 30, 2023. Upon the mutual consent of both parties the Agreement may be extended for three (3) each additional one year periods. Thus the City may a firm for up to four (4) years.
- B. The City encourages proposers to include in their responses any additional services which could/should be provided.
- C. A draft contract is included with this proposal. Proposers should note any exceptions to the contract in their proposal.

III. Requirements

- A. Proposer (and all principals) shall be licensed and in good standing with the State Bar of New Mexico. Copies of Licenses shall be provided to the City.
- B. Proposer shall have and maintain an office in Gallup, New Mexico capable of receiving telephone calls, and taking messages during regular business hours.
- C. The proposer shall provide its own library, clerical, professional and support staff.
- D. The selected firm shall provide the City of Gallup Contract Administrator with a certificate of insurance for professional liability/malpractice in an amount not less than one million dollars (\$1,000,000.00). The deductible will be displayed on the certificate.

IV. Invoices/Billings

- A. Invoices submitted for payment shall be sufficiently detailed so as to facilitate audit and processing by the City.

Invoices submitted by the selected firm shall be payable thirty (30) days from the date of approval by the City.

V. Proposal Evaluation and Criteria

Evaluation:

Shortlisting - A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are listed below.

Scoring - Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether a trial demonstration will be conducted. Demonstrations will be conducted if:

A majority of the members present at the meeting determine whether demonstrations are in the best interest of the City. Should the committee elect to conduct demonstrations, the top respondents will be asked to provide a demonstration of trial skills. The Purchasing staff will coordinate the demonstrations with each offeror of the time, date and place the committee will conduct the demonstrations and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Demonstrations will be closed to any persons not representing the offeror. At the conclusion of all demonstrations, each member shall freshly rate each offeror in accordance with the criteria and standards stated.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

VI. Proposal Content and Format

Offerors shall provide one (1) original and five (5) identical copies of their proposal.

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of Fifteen (15) numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material excluded from the fifteen (15) page maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)

Back cover (photos with captions on inside of back cover allowed)
Letter of Transmittal (one-page maximum)
Tables of Contents page (one-page maximum)
Resumes
Certificate(s) of insurance
Campaign Contribution Disclosure Form
Acknowledge Receipt of Amendment forms

A. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. A separately tabbed Appendix should be included at the end of offeror's proposal that contains: 1) Letter of Transmittal; 2) Campaign Disclosure Form; 3) Acknowledge Receipt of Amendment forms (if any); 4) Address specific concerns with the Concession Services Agreement, if any; 5) Current IRS form W-9.

1. Letter of Transmittal – Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
 - b. Explicitly indicate substantial acceptance of the Agreement Between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements or laws that shall apply to this project.
 - c. Be signed by a person authorized to contractually obligate the Offeror;
2. Campaign Contribution Disclosure Form – A blank form is included at the end of this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
3. No other materials are to be submitted unless specifically requested in proposal.

B. Proposers are to prepare and sequence proposals in the following format:

1. Narrative History of the Firm:
 - a. Date of Inception
 - b. Experience with Municipal, County, and State, criminal law.
 - c. Experience and familiarity with the Gallup area.
 - d. A listing of three (3) current or recent references where similar work was performed. Include the name and address of a contact person for verification purposes.
2. Narrative concerning the resources of the firm and its ability to meet workloads including:
 - a. Clerical and Support staff.
 - b. Library and Research capabilities.
 - c. Other relevant information.
3. Narrative of the qualifications of persons proposed to work directly with the City. Provide detailed resumes and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments

that relate to this RFP. Additionally, resumes should note any special training or education of personnel including relevant Continuing Legal Education (CLE).

4. Proposed fee schedule. The City is currently paying a flat rate of \$1500.00 per month for the first thirty non-DWI cases (including probation revocations) plus \$200 per case beyond thirty cases, a flat rate of \$3000 per month for the first twelve DWI cases plus an additional \$250 per case beyond twelve cases. Appeals to District Court are paid at a rate of \$250 per case, regardless of the type of case it is. These amounts do not include Gross Receipts Tax. The City prefers a flat rate per month proposal, but will consider all responses. Cost Proposal shall be submitted with proposal BUT in a **separate sealed envelope**.
5. Other relevant information the proposer may wish to provide.

VII. Evaluation Criteria

A. Proposals shall be evaluated by the evaluation committee based on the following criteria:

- | | |
|--|------------------------|
| 1. Offeror's legal experience, litigation experience, and criminal law experience, and level of responsibility | Total Points 25 |
| 2. Offeror's trial experience in municipal, metropolitan, magistrate or district courts in New Mexico | Total Points 25 |
| 3. Proximity to and familiarity with the area in which services will be performed | Total Points 10 |
| 4. Relevant Continuing Legal Education in criminal law and trial practice | Total Points 15 |
| 5. Proposed fee schedule to the City (in a separate sealed envelope) | <u>Total Points 25</u> |
| Total Evaluation Criteria Points | 100 Points |

IV. LETTER OF TRANSMITTAL

RFP No. 2018/2019/04/P

THE UNDERSIGNED CERTIFIES THAT THEY HAVE READ AND UNDERSTAND THE ABOVE GENERAL CONDITIONS AND RFP, AND THAT THEY ACCEPT THESE CONDITIONS AND SUBMIT THE ATTACHED PROPOSAL IN FULL COMPLIANCE WITH THESE CONDITIONS AND THE APPLICABLE PROPOSAL SPECIFICATIONS, AND SUBSTANTIAL ACCEPTANCE OF THE CONTRACTUAL TERMS.

IN SUBMITTING THIS PROPOSAL, THE OFFEROR REPRESENTS THAT THE OFFEROR HAS FAMILIARIZED THEMSELVES WITH THE NATURE AND EXTENT OF THE REQUEST FOR PROPOSALS DEALING WITH FEDERAL, STATE AND LOCAL REQUIREMENTS WHICH ARE A PART OF THESE REQUEST FOR PROPOSALS. THE OFFEROR WILL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS, LOCAL ORDINANCES AND THE RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE SERVICES OF THE PROJECT.

Name of Firm

Authorized Signature

Name Printed or Typed

Title: _____ Date: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Fax: _____

Email: _____ N.M. Resident Bidder Preference NO. _____
(If Applicable)

RETURN THIS FORM WITH YOUR PROPOSAL

IV. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 City of Gallup 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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)

RETURN THIS FORM WITH YOUR PROPOSAL

DRAFT AGREEMENT
RFP No. 2018/2019/04/P

THIS AGREEMENT, entered into the _____ day of _____, 2019 by and between _____ herein called the "Contractor" and the City of Gallup, herein called the "City".

1. **SCOPE OF WORK:**

To provide legal representation for indigent defendants charged in City of Gallup Municipal Court, as more specifically detailed in the Request for Proposal (RFP) No. 2018/2019/04/P

2. **PAYMENT:**

Payment and pricing for services shall be as outlined in Attachment "A". Invoices for services shall be presented to the administrator of the using department for approval and verification.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from July 1, 2019 to June 30, 2020 unless terminated, renewed or amended by either party. Contract shall be renewable as provided for in Paragraph 21.

4. **TERMINATION:**

This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**

The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Gallup. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**

The contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. **ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement

without prior written approval of the City.

9. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. **APPROPRIATIONS:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **CONFIDENTIALITY:**

Any information given 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.

13. **CONFLICT OF INTEREST:**

The Contractor warrants 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 services required under this Agreement.

14. **AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. **SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. **NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. **EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. **INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Gallup.

19. **APPLICABLE LAW:**

This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

20. **CONTINUATION:**

This agreement can be continued on a month-to-month basis with the written mutual consent of both parties.

21. **RENEWAL:**

The City shall have the option to renew this contract for three (3) additional one (1) year period(s) upon thirty (30) days written notice from the City to Contractor.

22. **WAIVER OF CONTRACTURAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. **SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

24. **NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup:

Purchasing Director
Frances Rodriguez, CPPB
City of Gallup
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider:

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

CONTRACTOR:

FIRM NAME: _____

BY: _____
NAME & TITLE

Date: _____

NAME PRINTED OR TYPED

CITY OF GALLUP, NEW MEXICO

BY: _____
Frances Rodriguez, Purchasing Director

Date: _____

Attest:

Alfred Abeita, City Clerk

Date: _____