



**IN THE TRIBAL COURT FOR THE PUEBLO OF SANTA ANA
COUNTY OF SANDOVAL
STATE OF NEW MEXICO**

REQUEST FOR PROPOSAL

FOR

**PUEBLO OF SANTA ANA
SUBMISSION DEADLINE**

AT WHICH TIME PROPOSALS WILL BE OPENED IS

October 15, 2021

12:00 PM

ADDRESS ALL PROPOSALS TO:

DANNY JOSEPH, COURT ADMINISTRATOR

PUEBLO OF SANTA ANA

02 DOVE ROAD

SANTA ANA PUEBLO, NM 87004

GENERAL INFORMATION AND SUMMARY

CONTACT PERSON:

Please direct all questions in writing to:

Danny Joseph, Court Administrator

02 Dove Road

Santa Ana Pueblo, NM 87004

danny.joseph@santaana-nsn.gov

(505) 771-6735 office phone

PURPOSE OF REQUEST:

The Pueblo of Santa Ana desires to appoint an attorney who will be the principal public defender for those who qualify for public defender services in the defense of matters in the Pueblo of Santa Ana Courts in the State of New Mexico. The successful candidate must have at least five (5) years experience as a public defender or in providing criminal defense. Knowledge and understanding of Federal Indian Law and the laws of the Pueblo of Santa Ana are preferred.

PERIOD OF CONTRACT:

From the date of appointment until September 30, 2023.

CONTRACT FORM:

The successful proposer shall be required to execute the Pueblo of Santa Ana form contract, which includes the indemnification, insurance, termination, and licensing provisions as set forth in this RFP. It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Pueblo arising out of, or by reason of, the work done and the materials furnished under this Contract.

DETAILED REQUIRMENTS OF THE REQUEST FOR PROPOSAL FOR PUBLIC DEFENDER SERVICES SCOPE OF SERVICES

Any person or firms interested in providing professional services to the Pueblo of Santa Ana:

1. Appointment of Public Defender. The Pueblo of Santa Ana Public Defender shall be appointed by the Governor of the Pueblo of Santa Ana, after collaboration with the Court Judge, Court Administrator, one individual from the Finance Department, the Compliance Manager or designee, and the Community Developer or designee. The Appointee shall serve from the date of appointment until September 30, 2023. The Public Defender shall be an attorney licensed in the State of New Mexico or other state bar, subject to regulation pursuant to the state Rules of Professional Conduct and shall have no less than five (5) years of experience as a public defender or attorney providing defense services. The Public Defender shall execute a written contract with the Pueblo of Santa Ana. The Santa Ana Public Defender shall receive such compensation as shall be agreed upon in the contract which shall be in total no more than \$103,168.00 per year.

2. Duties. The Santa Ana Pueblo Public Defender shall provide defense in the following cases:

- a. Any criminal offenses that have a possibility of jail time;
- b. Motor vehicle offenses which have a possibility of jail time;
- c. Minors and/or parents brought before the Tribal Children’s Court on criminal charges (Juvenile cases);
- d. Persons ordered to show cause before the Tribal Contemporary Court or Children’s Court;
- e. Persons ordered to show cause before the Tribal Contemporary Court regarding contempt for alleged failure to pay child support;
- f. Persons whose parental rights are in the process of being terminated, or where the parent is responding to a child in need of care action pursuant to the Children’s Code;
- g. Persons taking any case to the Tribal Court of Appeals (hereafter referred to as “Appellate cases”);

- h. Any other persons for whom the Tribal Contemporary Court is required to fund Public Defender service;
 - i. Participate in meetings and/or collaborations regarding policy, code and procedure development; and
 - j. Participate in Multi-Disciplinary Team meetings and other projects as directed by the Judge.
3. The Public Defender shall receive such compensation for services as shall be fixed by the Independent Services Agreement and is limited by funding ability.
 4. The Public Defender shall be an independent contractor and shall not be considered an employee of the Pueblo of Santa Ana.

APPLICANT'S/PROPOSER'S RESPONSIBILITY IN RESPONDING TO THE PUEBLO OF SANTA ANA'S REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES.

1. Must be licensed to practice law in the State of New Mexico, or other United States jurisdiction subject to Rules of Professional Conduct.
2. Must have been eligible to appear before all state and federal courts for a period of no less than five (5) years preceding appointment.
3. Must have at least five (5) years' experience as a public defender or providing defense work in criminal cases.
4. Must demonstrate familiarity and understanding of New Mexico State Law, Federal Indian Law and the Law of the Pueblo of Santa Ana.
5. Provide a proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities. The proposed cost should include:
 - a. Meetings;
 - b. Site visits and expenses;
 - c. Expenses for travel or other expenses excluded from the hourly rate;
 - d. Additional services defined beyond the scope of regular services.

6. Insurance. The applicant/proposer, as a member of a profession which is subject to suit for professional malpractice, shall provide documentation that insurance of at least one-hundred thousand dollars per claim and three-hundred thousand dollars in the aggregate for professional liability/malpractice coverage with limits as to liability acceptable to the Pueblo of Santa Ana.

7. Three (3) references.

BASIS FOR AWARD CONTRACT/AGREEMENT FOR PROFESSIONAL SERVICES

The Pueblo of Santa Ana shall award all professional service contracts or agreements based on qualification, merit, and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity;
2. Experience and references;
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity;
4. Cost Competitiveness;
5. The Pueblo of Santa Ana reserves the right to conduct an interview or interviews with the prospective Professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.
6. All awards are subject to availability of funds.
7. The Pueblo reserves the right to reject all applicants and to re-issue an RFP.
8. The Pueblo may waive minor and immaterial defects in the response to this RFP.