

**New Mexico Public Defender Department  
Notice of Intent to Award a Sole Source Contract**

In accordance with the New Mexico Procurement Code (Section 13.1.28 et seq. NMSA 1978), a sole source **determination** is not effective until notice of intent to award a **sole source contract** has been posted on the web site of the procuring agency for thirty (30) calendar days without challenge, and subsequently approved in writing by the Chief Public Defender of the New Mexico Public Defender Department (also referred to as the NMPD, the New Mexico Law Offices of the Public Defender, or the LOPD).

Pursuant to the requirements of Section 13-1-126.1 NMSA 1978, the **parties to the proposed contract** are the New Mexico Public Defender Department and Justice Works, LLC of Centerville, Utah.

The **nature and quantity of the service being contracted for** is as described in the scope of work below:

Scope of Work

The Contractor shall provide the following services, more fully described in Exhibit A below.

Per-case access to Defender Data software (all services included: Case Management System, Voucher System, Travel Reimbursement functionality).

Performance Measures, default by Contractor – Contractor shall substantially perform to the satisfaction of the Agency the Performance Measures fully described in Exhibit A.

In the event the Contractor fails to obtain the results as set forth in Exhibit A, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time, no more than ten (10) business days, in which the Contractor shall advise the Agency of specific steps it will take to achieve these results in the future and the timetable for implementation.

Scope of Work- Exhibit A

- I. Purpose of the Agreement including goals and objectives:
- II. Performance Measures: Ensure the continued support of the Defender Data application and data.
- III. Activities: Provide ongoing per case access fee costs and service.
- IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or subtasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

A. Deliverable Number 1 – Technical Support - Maintenance

<b><u>Deliverable Name</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<b>Per Case Access Fee</b>	<b>On-going from 04/01/2019 to 03/31/2023</b>	<b>\$2.50 per opened case in the Justice Works Defender Data application</b>

<b>Task Item</b>	<b>Sub Tasks</b>	<b>Description</b>
<b>Per Case Access Fee</b>	<b>Universal One-time Fee</b>	“Case” for purposes of the “per case fee” in this contract, refers to any New Mexico state criminal, delinquency, or conditions of confinement proceeding, from the initial filing of a complaint, information, petition, indictment, or other charging document, through the exhaustion of state court remedies (including post-conviction representation), whether assigned to Procuring Agency Public Defender staff or contract counsel, pursuant to the New Mexico Public Defender and Indigent Defense Acts and New Mexico state case law. NMSA 1978, §§ 31-15-1, et seq.; 31-16-1, et seq.
	<b>Basic Included Support</b>	<p>A. Non-time sensitive support requests by the Agency and Responses by the Contractor will be made via email or phone on the following schedule: Monday through Friday, 6:00 A.M. To 5:00 P.M. MST, excluding national holidays.</p> <p>B. Responses to basic support requests between the above service hours shall be made within three business days.</p> <p>C. Responses to basic support requests after the above service hours shall be made within four business days.</p> <p>D. All response made by the Contractor shall assess severity of the problem and projected time of problem resolution.</p> <p>E. If the Defender Data application should stop operating and/or not accessible to agency users: Problem resolution should not exceed more than 1 business day.</p> <p>F. If the Defender Data application should stop operating and/or not accessible to agency users, the Agency will promptly check local network resources and advise the Contractor of the problem by phone with initial problem assessment.</p>

<b>Reimbursement on cases assessed more than one fee</b>	The contractor will provide a method for discovering these additional charges and provide a credit against future charges.
<b>Documentation updates</b>	The Contractor will update provided documentation (Online Guides, Systems Administration Guide, User Guide, Product Manual, etc.) to reflect changes made to the system as a result of problem resolution or system improvements to Defender Data.
<b>Fault Tolerance</b>	Systems maintenance should be conducted as needed in order to ensure 99% application availability. Systems maintenance requiring application downtime will be conducted after normal Agency business hours. Agency hours are Monday through Friday, 8:00 A.M. To 5:00 P.M. MST, excluding national holidays.
<b>One-time fee exclusions</b>	Exclusions: <ol style="list-style-type: none"> <li>1. Enhanced Support: This is upgraded paid support as provided by a support/maintenance contract.</li> <li>2. Major Requested Expansions: Large code normally providing significant feature additions or complete additive modules.</li> </ol>

Term: This Agreement shall terminate on March 31, 2023, unless terminated pursuant to the terms of the contract. The contract term, including extensions and renewals, shall not exceed (4) four years, except as set forth in Section 13-1-150 NMSA 1978.

The **contract amount** is as detailed below:

The Agency shall pay the Contractor based upon the fixed per-case access fee deliverable, as described in Exhibit A.

“Case” for purposes of the “per case fee” in this contract, refers to any New Mexico state criminal, delinquency, or conditions of confinement proceeding, from the initial filing of a complaint, information, petition, indictment, or other charging document, through the exhaustion of state court remedies (including post-conviction representation), whether assigned to Procuring Agency Public Defender staff or contract counsel, pursuant to the New Mexico Public Defender and Indigent Defense Acts and New Mexico state case law. NMSA 1978, §§ 31-15-1, et seq.; 31- 16-1, et seq.

The Agency shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder, and as agreed to by the parties. The Contractor shall present invoices to the Agency monthly, no later than fifteen (15) business days after the last day of the month. All invoices MUST BE received by the Agency no later than fifteen (15) business days after the termination of this Agreement. Invoices received after such date WILL NOT BE PAID. End of fiscal year invoicing: Invoices for services performed in the month or June prior MUST BE received by the Department on site (not post marked) no later than July 7<sup>th</sup>. Invoices received after such date will not be paid.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed payment invoice. Payment will be made to the Contractor’s designated mailing address. In accordance with Section 13-1-158 NMSA 1978,

payment shall be tendered to the Contractor within thirty (30) calendar days of the date of written certification of Acceptance.

The total compensation under this Agreement shall not exceed \$1,000,000 (one million dollars) excluding Gross Receipt Tax, as detailed in the following table. This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to the services, in excess of the total compensation amount, being provided.

<b>FY19</b>	<b>FY20</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>TOTAL</b>
<b>4/1/19-6/30/19</b>	<b>7/1/19-6/30/20</b>	<b>7/1/20-6/30/21</b>	<b>7/1/21-6/30/22</b>	<b>7/1/22-3/31/23</b>	
<b>\$62,500.00</b>	<b>\$250,000.00</b>	<b>\$250,000.00</b>	<b>\$250,000.00</b>	<b>\$187,500.00</b>	<b>\$1,000,000.00</b>

Offerors interested in challenging the sole source should contact Rhonda Sanchez, Fiscal Director, 301 Guadalupe Street, Suite 200, Santa Fe, NM 87501, at (505) 395-2865 or [Rhonda.Sanchez@lopdm.us](mailto:Rhonda.Sanchez@lopdm.us).

Challenges to the sole source must be received for review at the above address by 5:00 pm MST on Saturday, March 20, 2019. Any protest received after this deadline will be considered non-responsive and not eligible for review.