

**REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES
FOR THE
LEGISLATIVE COUNCIL SERVICE**

LEGISLATIVE COUNCIL SERVICE
411 STATE CAPITOL
490 OLD SANTA FE TRAIL
SANTA FE, NEW MEXICO 87501
(505) 986-4600

ISSUE DATE:
MAY 14, 2018

NOTICE

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

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1. INTRODUCTION

The Legislative Council Service (LCS) invites legal professionals and firms (Offerors) to submit proposals in accordance with the outlines and specifications contained in this request for proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide any additional information they believe is relevant.

The purpose of this RFP is to select one or more Offerors to provide legal services to the LCS or other legislative agencies or committees as determined by the LCS Director.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	May 14, 2018
B. Submission of Proposals	May 25, 2018
C. Evaluation of Proposals and Selection	Week of May 28, 2018

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentatively July 1, 2018; however, the effective date is dependent on the selection date, the length of time required for contract negotiation and the length of time for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978, and prospective Offerors may direct questions about the RFP to Raúl E. Burciaga, Director, or Jon Boller, Senior Staff Attorney, at the LCS, 411 State Capitol, 490 Old Santa Fe Trail, Santa Fe, New Mexico 87501; telephone (505) 986-4600.

B. Submission of Proposals. An original and three (3) copies of the proposal and supporting documentation shall be submitted to the LCS. Proposals shall be in the format specified in Item 5 of this RFP and shall be signed by the Offeror.

The deadline for receipt of proposals by the LCS is May 25, 2018, no later than 2:00 p.m. Proposals will be time-stamped upon receipt.

All proposals shall be submitted in sealed envelopes marked "Proposal for Legal Services for the Legislative Council Service".

All proposals shall be addressed to:

Raúl E. Burciaga, Director
Legislative Council Service
411 State Capitol
490 Old Santa Fe Trail
Santa Fe, New Mexico 87501

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to Proposal for Legal Services for the Legislative Council Service".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice or by telephone notification to the LCS Director listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered to be late. Unless a late proposal is the only one received, no late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the LCS. Time limits will not otherwise be waived.

Proposals will not be opened publicly and will not be open to public inspection until after award of a Contract.

C. Evaluation of Proposals. Proposals will be evaluated by the LCS using the criteria listed in Item 7 of this RFP. During the evaluation process, the LCS may seek clarification from Offerors but shall not negotiate with Offerors.

D. Selection of Offeror. The final selection of an Offeror shall be made by the LCS. That selection will be publicly announced on or after the week of May 28, 2018. Offerors selected to perform the work and those Offerors not selected will be notified in writing by the LCS. Selection does not constitute an obligation to contract with an Offeror.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be mailed to all persons who requested the RFP by mail or have notified the LCS of their intent to respond to the RFP. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by the amendment.

The written acknowledgment form mailed with the amendment shall be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The LCS reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the LCS to do so. The LCS shall not be responsible for the payment of any costs incurred by an Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an Offeror in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Offerors shall include the following information in their proposals:

A. Letter of Transmittal. Include the following information:

- (1) the name, address and telephone number of the Offeror;
- (2) the name and telephone number of the primary contact for the Offeror;
- (3) the signature of the Offeror;
- (4) the date of the proposal;
- (5) a statement that the Offeror, if awarded a Contract, will comply with the Contract terms and conditions set forth in this RFP; and
- (6) a statement that the Offeror's proposal is valid for thirty (30) days after the deadline for submission of proposals.

B. Description of Services Offered. Offerors shall provide evidence of the Offeror's qualifications to perform the scope of work outlined in Item 6, including:

- (1) evidence of familiarity with the New Mexico Legislature;
- (2) evidence of familiarity with statutory, regulatory and constitutional issues affecting the New Mexico Legislature or its legislative entities;
- (3) a list of all legal services provided by the Offeror, including specialized areas of expertise;

(4) evidence of the Offeror's ability to perform the services, as required and upon request, in a professional, thorough and expeditious manner; and

(5) a narrative description of the steps routinely taken and procedures routinely used to ensure that legal representation is provided on a cost-effective basis.

C. Remuneration. After selection by the LCS, compensation for services will be negotiated between an Offeror and the LCS. The LCS will consider alternative proposals regarding compensation. The proposals shall include the hourly rate to be charged for each category of personnel involved in providing the required services. Compensation shall be paid monthly for work performed in the preceding month. Reimbursement shall be provided for incurred and separately stated applicable gross receipts taxes and reasonable expenses incurred in providing these services.

D. Related Experience and Qualifications. The Offeror's ability to meet the evaluation factors contained in Item 7 of this RFP shall be stated in this section of the proposal. Offerors shall additionally:

(1) identify the individuals who will be assigned to perform the work pursuant to the Contract and include for each individual the relevant education, training, prior experience and involvement in representation of a similar nature on which the individual has worked. The resumes and credentials of all individuals who will be assigned to perform the work pursuant to the Contract shall be included. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform the scope of work outlined in this RFP;

(2) include a list of references from individuals who are familiar with the work of the Offeror and are aware of the Offeror's performance in similar representations. References from current or former legislators will not be considered; and

(3) list the governmental entities, agencies or other political subdivisions that the Offeror represents or has represented in the last five (5) years, including the time period of representation and the nature of the work performed.

E. Resident Business and Resident Veterans Preference. To receive a resident business or resident veteran business preference, pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, Offerors must include a copy of their preference certificate with the proposal. Certificates for preferences can be obtained through the Taxation and Revenue Department (www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx).

6. SCOPE OF WORK

The following legal assistance to the LCS and LCS staff and to the appropriate legislative entity or committee shall be provided as requested by the LCS Director or the LCS Director's designee:

(1) serve as counsel to the LCS;

(2) provide advice and counsel on legal issues, including constitutional, statutory and regulatory issues affecting the New Mexico Legislature or its legislative entities;

(3) perform legal research and provide written legal opinions; and

(4) represent the LCS, the New Mexico Legislature or other legislative entities in legal proceedings, including representation in negotiations, litigation, arbitration or mediation.

7. EVALUATION

A responsible Offeror whose proposal is most advantageous to the LCS shall be selected to perform services. The inclusion of cost as a factor does not require the LCS to select the lowest-cost proposal. The following evaluation factors shall be considered in order of importance:

(1) relevant professional legal experience (25%);

(2) experience and qualifications of principal personnel who are to be assigned to the representation; specifically, what experience the Offeror has had in providing legal services on constitutional, statutory or regulatory issues affecting the New Mexico Legislature or its legislative entities (30%);

(3) ability and capacity to perform services and to respond to requests in a timely manner (20%);

(4) client references (15%); and

(5) cost (10%).

An additional 5% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident business preference certificate. An additional 10% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident veteran business preference certificate. An Offeror may receive either a resident business preference or a resident veteran business preference, but not both.

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and a successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which the Offeror does not agree.

A. Scope of Work. This portion of the Contract shall be drafted following selection of an Offeror to perform the services. It will incorporate the scope of work in Item 6 of this RFP and the description of services from the Offeror's proposal.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes for services, which shall be paid by the Contractor. The hourly rate shall be specified in the Contract. If additional services are necessary, the LCS and the Contractor by mutual consent may amend the Contract to cover additional costs associated with such additional services.

C. Term. The Contract shall be effective and its terms shall extend from a date to be determined by the LCS Director through June 30, 2019. The Contract may be renewed for three (3) additional years.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party shall not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing professional services for the LCS and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Contract.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the Contractor for inspection by the LCS and the State Auditor upon written request of the LCS. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract is not a waiver of the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

J. Confidentiality. Any information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the LCS.

K. Product of Service; Copyright. All materials developed or acquired by the Contractor under the Contract shall become the property of the State of New Mexico and shall be delivered to the LCS not later than the termination date of the Contract. Nothing produced, in whole or in part, by the Contractor under the Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

L. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict with the performance of services required under the Contract.

M. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

N. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties concerning its subject matter. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of the Contract shall be valid or enforceable unless embodied in the Contract.

O. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.

P. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any of its terms or conditions shall be a waiver of any other or subsequent breach; a waiver shall not be valid unless it is in writing and signed by the party granting the waiver.

Q. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization for expenditure being made to the LCS by the New Mexico Legislature. If sufficient appropriations and authorizations are not made by the New Mexico Legislature, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorizations are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

R. Notice. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

S. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.