

REQUEST FOR PROPOSALS

FOR

**BILL DRAFTING AND RELATED
LEGISLATIVE SERVICES**

**LEGISLATIVE COUNCIL SERVICE
411 STATE CAPITOL
SANTA FE, NM 87501
(505) 986-4600**

ISSUE DATE: July 31, 2020

NOTICE

The New Mexico Procurement Code, Sections 13-1-21 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 individuals (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 procurement is to select an individual or individuals to provide varied bill drafting services, including research, for the LCS.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	July 31, 2020
B. Submission of Proposals	August 28, 2020 (5:00 p.m.)
C. Evaluation of Proposals and Selection	September 4, 2020

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; it 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 posted on the New Mexico Legislature's website (www.nmlegis.gov). Prospective Offerors may direct questions about the RFP to Amy Chavez-Romero, telephone (505) 986-4685.

B. Submission of Proposals. The proposal and supporting documentation shall be submitted to the LCS electronically in PDF format. Proposals must additionally be in the format specified in Paragraph 5 of this RFP.

The deadline for receipt of proposals by the LCS is 5:00 p.m. MDT, August 28, 2020.

All proposals shall be submitted by email with the subject line marked "Proposal for Bill Drafting and Related Legislative Services".

Proposals must be addressed to Amy Chavez-Romero at amy.chavez-romero@nmlegis.gov.

SEALED ELECTRONIC PROPOSAL

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 email address. The subject line of the sealed electronic proposal shall be marked "Modification to Proposal for Bill Drafting and Related Legislative Services".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice or by telephone notification to the person listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered 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 the Contract.

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

D. Selection of Offeror. The individual or individuals selected to perform the work and those individuals not selected will be notified in writing by the LCS. Selection does **NOT** constitute an obligation to contract with the selected Offeror.

3. AMENDMENTS TO RFP

If there are amendments to this RFP, they shall be in writing and shall be mailed to all individuals who have requested notice of amendments and shall be posted on the New Mexico Legislature's website. Amendments shall be posted and 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.

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 the Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an individual 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, email address and telephone number of the Offeror;
- (2) the signature of the Offeror (an electronic signature in the following format is acceptable: *s/Jane Smith*);
- (3) the date of the proposal;
- (4) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP; and
- (5) a statement that the Offeror's proposal is valid for thirty (30) days after the deadline for submission of proposals.

B. Description of Services. Describe how the services will be provided or what tasks will be performed in response to the scope of work contained in Paragraph 6 of this RFP. (The scope of work indicates "what" the Offeror is required to do; the description of services should show "how" the Offeror intends to perform the services.)

C. Remuneration. The Offeror shall state the maximum number of hours available for providing services to the LCS in the interim pursuant to the Contract. The Offeror shall be paid an hourly rate for interim work and a monthly rate for session work, which rates will be negotiated in the Contract. The Contractor will be compensated no more often than monthly for work performed in the preceding month. The rates will be those agreed upon by the LCS and the Contractor, but not in excess of prevailing rates in the state for comparable services. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes.

D. Related Experience and Qualifications. The Offeror shall include in the proposal educational degrees, prior experience and qualifications related to accomplishing the scope of work contained in Paragraph 6 of this RFP. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal.

The Offeror's ability to meet the evaluation factors contained in Paragraph 7 of this RFP shall be stated in this section of the proposal.

The Offeror shall include a writing sample that consists of a bill draft and a written explanation of the requester's policies that the draft expresses.

E. Resident Business and Resident Veteran 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 Contractor will furnish services to the LCS as generally requested and directed by the Director of the LCS. Among the services to be provided by the Contractor are:

- (1) session bill drafting for legislators, interim and standing committees and state agencies;
- (2) performing legal and other research necessary to comply with legislative requests and preparing information memoranda, both during the session and, upon the request of the Director, during the interim;
- (3) performing legal research and writing memoranda, including legal opinions, for the Director;
- (4) assisting LCS bill drafters with their workloads; and
- (5) appearing before interim and standing committees to provide technical assistance to the sponsor and committee.

7. EVALUATION

A responsible Offeror or Offerors whose proposal is most advantageous to the LCS shall be selected to perform the services. The following weighted evaluation factors shall be considered:

- (1) experience in drafting New Mexico legislation (35 percent);
- (2) knowledge of structure and content of the New Mexico Constitution and statutes (25 percent);
- (3) knowledge of New Mexico drafting style and format (10 percent);
- (4) knowledge of structure of New Mexico state government and agencies (5 percent);
- (5) knowledge of statutes and case law pertaining to state fiscal matters, including revenues and budgets, and to other state agency matters (5 percent);

(6) demonstrated ability to write bill drafts in New Mexico style that clearly express the intent of a legislative request (5 percent);

(7) availability for full-time work during legislative sessions (10 percent); and

(8) references and recommendations (5 percent).

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and a successful Offeror or successful Offerors shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror or Offerors shall include a statement agreeing to these terms and conditions.

A. Scope of Work. This portion of the Contract will be drafted following selection of an individual to perform the services. It will incorporate the scope of work in Paragraph 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 plus applicable New Mexico gross receipts taxes for services for which the Contractor is liable. The hourly and monthly rates shall be specified in the Contract.

C. Term. The Contract shall be effective on a date to be determined by the Director. The Contract may be a multi-term contract and may contain provisions allowing for yearly renewals of the Contract that extend the Contract for a total of not more than four (4) years from the date of the original Contract pursuant to the provisions of Section 13-1-150 NMSA 1978.

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 may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Workplace Protocols. Due to public health concerns, the Contractor may be required to perform the services from home. The Contractor is required to have a reliable internet connection capable of interfacing with a virtual desktop infrastructure setup and allowing for participation in virtual meetings through a Webex platform. Services required to be performed at the State Capitol may require the Contractor's use of a face mask, use of social distancing practices, submission to periodic testing for COVID-19, submission to temperature checks and use of other workplace protocols to the same extent required of LCS employees.

F. 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 by virtue of the Contract.

G. 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 the Contract.

H. 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.

I. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

J. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS and its employees and the state from all liabilities, claims and obligations arising from or under the Contract.

K. Authority. The Contractor agrees not to purport to bind the state to any obligation not assumed in the Contract by the state, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

L. Application of the LCS's Laws and Policies to the Contractor. In performing services pursuant to the Contract, the Contractor shall comply with the laws and policies of the LCS just as if the Contractor were a member of the LCS staff.

M. Product of Service — Copyright. All work and rights to work produced, developed or acquired by the Contractor under the Contract, including ownership of any copyrights to work produced under the Contract, shall be transferred to and become the exclusive property of the state, and all materials developed or acquired under the Contract shall be delivered to the LCS not later than the termination date of the Contract. The Contractor and LCS acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under the Contract.

N. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under the Contract. The Contractor shall further warrant that the Contractor will not violate the provisions of the Governmental Conduct Act by entering into the Contract.

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

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

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

R. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature. If sufficient appropriations and authorization 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 authorization are made shall be accepted by the Contractor and shall be final.

S. Notice. The Procurement Code, Sections 13-1-21 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.

T. 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 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 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.