

REQUEST FOR PROPOSALS

**ISSUED BY THE
NEW MEXICO COMPILATION COMMISSION**

**LEGAL EDITORIAL SERVICES
RFP # 2022-02-0001**

**STATE OF NEW MEXICO
NEW MEXICO COMPILATION COMMISSION
P.O. BOX 15549
4355 CENTER PLACE
SANTA FE, NEW MEXICO 87507-9706**

ISSUE DATE: AUGUST 1, 2022

NOTICE

The New Mexico 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 New Mexico Compilation Commission (NMCC) 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 legal editorial services, including research, for the NMCC.

2. SEQUENCE OF EVENTS

Event	Date
A. Release of RFP	August 1, 2022
B. Receipt of Proposals by NMCC	August 10, 2022
C. Evaluation of Proposals/Selection of Finalists	August 11, 2022
D. Oral Presentations by Finalists	August 17, 2022
E. Selection of Contractor	August 18, 2022

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

A. Release of RFP. This RFP will be advertised in two newspapers of general circulation and a trade journal pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978, and prospective Offerors may direct questions about the RFP to Wendy Loomis, Procurement Manager, at the office of the NMCC, 4355 Center Place, Santa Fe, New Mexico, 87507; telephone (505) 827-4821.

B. Submission of Proposals. Six (6) copies of the proposal and supporting documentation shall be submitted to the NMCC. Proposals must be in the format specified in Paragraph 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by the NMCC is August 10, 2022, no later than 3:00 p.m. Proposals will be date-stamped upon receipt.

All proposals shall be submitted in sealed envelopes marked "Proposal for Legal Editorial Services".

All proposals must be addressed or hand delivered to:
Procurement Manager
Wendy Loomis
New Mexico Compilation Commission
P.O. Box 15549
4355 Center Place
Santa Fe, New Mexico 87507

Sealed 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 address. The sealed envelope shall be marked "Modification to Proposal for Legal Editorial 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 NMCC. 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 Evaluation Committee using the criteria listed in Paragraph 7 of this RFP. During the evaluation process, the NMCC 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 NMCC. 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 received 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 NMCC 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 NMCC to do so. The NMCC 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 NMCC to the eventual purchase of services. This process is solely at the discretion of the NMCC 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 signature of the Offeror;
 - (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 each month for providing services to the NMCC and an hourly rate. The Contractor will be compensated no more often than monthly for work performed in the preceding month. The rates will be that agreed upon by the NMCC 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 separate draft case annotations for a New Mexico statute and a New Mexico court rule accompanied by a written explanation for each sample setting forth the legal significance of the annotation, the suggested placement of the annotation, and its intended direction for application of the law.

6. SCOPE OF WORK

The Contractor will furnish services to the NMCC as generally requested and directed by the Director. Among the services to be provided by the Contractor are:

- (1) Reviewing each law enacted by the New Mexico Legislature and assignment of new NMSA section numbers and creating applicability notes, severability notes, cross reference notes, repeals notes, repealed and reenactment notes, and contingent effective date provision notes;
- (2) Identifying identical, conflicting, irreconcilable and multiple amendments in the NMSA and preparation of applicable amendment notes;
- (3) Preparing amendment notes for court rules for the New Mexico Rules Annotated (NMRA);
- (4) Preparing case annotations for the NMSA 1978 and NMRA for court opinions issued by the New Mexico Supreme Court and New Mexico Court of Appeals, opinions issued by the New Mexico Attorney General and advisory opinions issued by the State Ethics Commission;
- (5) Preparing case annotations for the NMSA 1978 for federal opinions for cases and controversies arising out of federal courts in the State of New Mexico and selected United States Supreme Court opinions of general applicability in New Mexico and;
- (6) Determining relevancy of compiler's notes and annotations to the NMSA 1978 and NMRA;
- (7) Preparing and submitting to NMCC reports of compiler's notes for each new section number assigned at the end of every legislative session;
- (8) Determining the paragraphs in each New Mexico appellate court opinion that overrule or reverse an earlier opinion;
- (9) Preparing case annotations for amendments to the New Mexico Constitution approved at general or special elections; and
- (10) Performing other editorial tasks as requested by the Director.

7. EVALUATION

The responsible Offeror or Offerors whose proposal is most advantageous to the NMCC shall be selected to perform the services. The inclusion of cost as a factor does not require the NMCC to select the lowest cost proposal. Offerors may be required to present their proposals to members of the NMCC evaluation committee. The following evaluation factors shall be considered in order of importance:

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| (1) Active license to practice law in New Mexico with five years experience in drafting New Mexico legislation and a minimum of 15 total years experience in a practice of law in which 80% of the practice is legal writing; | 50% |
| (2) Knowledge of structure and content of the New Mexico constitution and statutes, New Mexico court rules, New Mexico state government and agencies, New Mexico drafting style and format with fluency in the Bluebook method of citation; | 25% |
| (3) Availability for a work commitment of 20-30 hours per week, a personal computer with high-speed internet access and Word software, and fluent in performing legal research with electronic legal research services; | 10% |
| (4) References and recommendations; and | 5% |
| (5) Cost. | 10% |
| <u>Total Percentage Points</u> | 100% |

8. CONTRACT TERMS AND CONDITIONS

The contract between the NMCC 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. Status of Contractor. The Contractor is an independent contractor with an office equipped to perform the professional services for the NMCC and is not an employee of the state of New Mexico. They 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.

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 NMCC. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this agreement.

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 NMCC.

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 subject to inspection by the NMCC. The NMCC shall have the right to audit billings both before and after payment. Payment under the contract shall not foreclose the right of the NMCC to recover excessive or illegal payments.

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

J. 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 NMCC to do so, and then only within the strict limits of that authority.

K. Application of the NMCC'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 NMCC just as if the Contractor were a member of the NMCC staff.

L. 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 NMCC not later than the termination date of the contract. Contractor and NMCC acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under the contract.

M. 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 Sections 10-16-8 or 10-16-13 NMSA 1978 by entering into the contract.

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

O. 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.

P. Applicable Law. The contract shall be governed by the laws of New Mexico.

Q. Appropriation. The terms of the contract are contingent upon sufficient appropriations and authorization being made to the NMCC by the New Mexico state legislature. If sufficient appropriations and authorization are not made by the state 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 NMCC. The NMCC's decision as to whether sufficient appropriations and authorization are made 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 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.