REQUEST FOR PROPOSALS

FOR

INFORMATION SYSTEMS CONSULTANT

ISSUE DATE: MAY 17, 2021

Legislative Council Service
411 State Capitol
Santa Fe, New Mexico 87501
(505) 986-4600

<u>NOTICE</u>

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1. INTRODUCTION

The Legislative Council Service (LCS) is seeking proposals for an Information Systems Consultant and 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 LCS shall evaluate the proposals and may conduct interviews with any or all Offerors applying for selection regarding their qualifications, experience and ability to perform the requested services.

2. SEQUENCE OF EVENTS

Event	Date
A. Release of RFP	May 17, 2021
B. Submission of Proposals	June 14, 2021
C. Evaluation of Proposals and Selection	June 18, 2021

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 Section 13-1-104 NMSA 1978, and prospective Offerors may direct questions about the RFP to Raúl E. Burciaga, Director, at the office of the LCS, 411 State Capitol, Santa Fe, New Mexico 87501; telephone: (505) 986-4600.

B. Submission of Proposals. Two (2) copies of the proposal and supporting documentation shall be submitted to the LCS. Proposals must be in the format specified in Item 5 below and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is 2:00 p.m. on June 14, 2021. Proposals will be time-stamped upon receipt.

All proposals shall be submitted in sealed envelopes marked "Proposal for Information Systems Consultant".

All proposals must be addressed to:

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

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 Information Systems Consultant".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written or telephone notice 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 but will be opened in the presence of witnesses. Neither the register of proposals nor the proposals themselves will be open to public inspection until after award of the Contract. Offerors may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of all proposals.

C. Evaluation of Proposals and Selection. Proposals will be evaluated by the LCS using the criteria listed in Item 7 below. During the evaluation process, the LCS may seek clarification from Offerors, but shall NOT negotiate with Offerors. The individual 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 successful Offeror.

3. AMENDMENTS TO RFP

If there are any 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 shall 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 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 at least the following information:

      (1) the name, address and telephone number of the Offeror;

      (2) the name and telephone number of 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 the 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. Describe how the services will be provided or what tasks will be performed in response to the scope of work contained in Item 6 below. (The scope of work indicates "what" the Offeror is supposed 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 to the LCS under the Contract and the hourly rate. The Contractor will be compensated monthly at an hourly rate for work performed in the preceding month. The rate will be that 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 discuss educational degrees, prior experience and qualifications related to accomplishing the scope of work contained in Item 6 below. 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 Item 7 of this RFP shall be stated in this section of the proposal.

6. SCOPE OF WORK

The Contractor will furnish information systems support services to the LCS as generally requested and directed by the Director or the Director's designee. Among the services to be provided by the Contractor are the following:

(1) provide systems and applications development, support and maintenance for existing legislative information systems;

(2) advise in long-range planning and assist in the ongoing development of the legislative information system;

(3) assist in the management and administration of the legislative networks;

(4) develop new applications to provide information as necessitated by the legislative process;

(5) provide systems and applications support for the legislative sessions and interim activities;

(6) provide training and support for legislative staff;

(7) function as part of the legislative information systems team to support the automation efforts of the LCS;

(8) assist the LCS and the Legislative User Group in maintaining an integrated information system; and

(9) assist in the development, maintenance and documentation of all internally developed or customized software.

7. EVALUATION CRITERIA

All proposals will be evaluated and rated in accordance with the following criteria and the indicated weighting of criteria:

(1)	direct professional experience in state government information systems, primarily in the legislative environment;	30%
(2)	professional qualifications of key contract personnel;	20%
(3)	ability to provide timely response to requests for assistance;	15%
(4)	knowledge of the New Mexico legislative process;	25%
(5)	references and recommendations; and	5%
(6)	hourly rates and reimbursements.	5%
		100%

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and the 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 will be drafted following selection of an individual to perform the services. It will incorporate the scope of work in Item 6 above 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, which shall be paid by the Contractor. The hourly rate and basis for reimbursement shall be specified in the Contract.

C. Term. The Contract shall be effective from the date it is signed by the last of the parties, and its terms shall extend until June 30, 2022 unless it is: (1) terminated earlier pursuant to Section D; or (2) amended pursuant to Section M. The LCS and the Contractor may, by mutual agreement, renew this Contract on an annual basis for a period not to exceed three (3) additional years.

D. Termination. The Contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may 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 and the Contractor's agents and employees are independent contractors performing professional services for the LCS and are not employees of the State of New Mexico. The Contractor and the Contractor's agents and employees 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.

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 Director 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 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.

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 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 Director of the LCS.

K. 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 the 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.

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 in any manner or degree 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 thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents 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 the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Q. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other paragraph 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 are available shall be accepted by the Contractor and shall be final.

R. Notice. The Procurement Code 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 abide by 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.