

**REQUEST FOR PROPOSALS
FOR
WEBCASTING AND SOUND SYSTEM SERVICES FOR
LEGISLATIVE INTERIM COMMITTEE MEETINGS**

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

ISSUE DATE:
MAY 2, 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 Legislative Council Service (LCS) invites individuals and organizations (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 that they believe is relevant.

During the interim, the legislative interim committees hold meetings at locations throughout New Mexico. During the 2021 interim, for example, approximately 40 interim committee meetings were scheduled to take place outside of Santa Fe in July through October. Some of the meetings were for only one day, while others were for two to four days. The 2022 interim meeting schedule with tentative meeting dates and locations will be available late-June.

The purpose of this procurement is to select a contractor to provide webcasting and sound system services for the legislative interim committee meetings that are held outside of the State Capitol. The webcasting and sound system equipment needed will be provided by the LCS.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	May 2, 2022
B. Submission of Proposals	May 18, 2022
C. Evaluation of Proposals and Selection	May 20, 2022

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentatively June 15, 2022; however, 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. Prospective Offerors may direct questions about the RFP to Shawna Casebier, Assistant Director for Drafting Services, or Amy Chavez-Romero, Assistant Director for Legislative Affairs, at the LCS, 411 State Capitol, Santa Fe, New Mexico 87501; telephone (505) 986-4600.

B. Submission of Proposals. Offerors shall submit their proposals and supporting documentation in electronic format to shawna.casebier@nmlegis.gov. Proposals must be in the format specified in Item 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is May 18, 2022, no later than 4:00 p.m. Proposals will be time-stamped upon receipt.

All proposals shall be submitted with the email subject line: "Proposal for Interim Committee Webcasting and Sound System Services".

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by emailing a written modification to the above email address. The email subject line shall read "Modification to Proposal for Interim Committee Webcasting and Sound System Services".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering email notice or by telephone notification to the persons 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 initially evaluated by the LCS using the criteria listed in Item 7 of this RFP. During the initial 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 May 20, 2022. The Offeror 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 the successful Offeror.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be emailed to all individuals who 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 sent 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 a Contractor 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 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 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 sixty (60) 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 of this RFP. 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 project cost to the LCS for providing services to the LCS pursuant to the Contract, whether based on an hourly rate or a lump-sum fee for services. 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 compensated biweekly for work performed in the preceding two (2) weeks. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes and compensated for reasonable expenses incurred in providing these services, which may include mileage for travel to and from meeting locations and an allowance for lodging and meals.

D. Related Experience and Qualifications. Offerors should identify those individuals who will be involved in providing the services and should include the relevant education, training and prior experience of each listed individual. Additionally, the resumes of all key personnel should be included. 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.

Offerors should include a list of references from individuals who are familiar with the work of the Offeror and who are aware of the Offeror's performance on similar tasks or projects.

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.

E. Resident Business and Resident Veteran Business 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 (<https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>).

6. SCOPE OF WORK

A. The Contractor shall furnish the following services to the LCS upon request by the Director of the LCS or the Assistant Director for Drafting Services of the LCS:

(1) travel to and attend legislative interim committee meetings throughout the state and provide webcasting and sound system services at the meetings;

(2) work with LCS information technology staff to become familiar with LCS webcast and sound system equipment setup, operation and troubleshooting;

(3) coordinate and communicate with meeting venue staff as necessary to ensure proper internet connections and other outlets and on-site infrastructure necessary to accommodate on-site webcasting;

(4) video record legislative interim committee meetings when webcasting is not possible because of limitations with respect to on-site internet connections or other unresolvable limitations;

(5) communicate with LCS interim committee staff and the Assistant Director for Drafting Services of the LCS prior to each legislative interim committee meeting regarding the status of setup for the meeting;

(6) set up and test webcast and sound system equipment prior to the start of each legislative interim committee meeting;

(7) monitor and maintain operation of webcast and sound system equipment during the course of legislative interim committee meetings;

(8) assist LCS interim committee staff and legislative interim committee members with minor information technology issues during legislative interim committee meetings or consult with LCS information technology staff as necessary;

(9) troubleshoot technical issues that may arise with webcast or sound system equipment during legislative interim committee meetings; and

(10) prepare webcast and sound system equipment for transport to and from legislative interim committee meetings, transport that equipment to and from legislative interim committee meetings and securely store that equipment.

B. The LCS shall provide the webcast and sound system equipment necessary for the Contractor to provide the services.

7. EVALUATION

The responsible Offeror whose proposal is most advantageous to the LCS shall be selected to perform the 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) related experience and qualifications (35%);
- (2) the ability to perform the work as requested (35%);
- (3) cost (20%); and
- (4) client references (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 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 a Contractor 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 or other basis for compensation shall be specified in the Contract.

C. Term. The Contract shall be effective and its terms shall extend from a date to be determined by the Director of the LCS through December 31, 2022. It may be renewed for an additional one (1)-year term beginning on July 1 of the year of renewal, but renewals shall not exceed a total of three (3) additional years. Provisions of a renewal agreement shall be the same as the provisions of this Contract except for the term and compensation provisions.

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 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.

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 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 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 thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties 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 being made to the LCS 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 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 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 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.