

REQUEST FOR PROPOSALS
ISSUED BY THE
NEW MEXICO LEGISLATIVE COUNCIL SERVICE
FOR
AUDIO AND VISUAL SYSTEM UPGRADES
IN CERTAIN STATE CAPITOL COMMITTEE ROOMS

State of New Mexico
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, New Mexico 87501

ISSUE DATE: July 29, 2022

TABLE OF CONTENTS

I.	Introduction	
	A. Purpose of This Request for Proposals	1
	B. Procurement Manager/Project Manager	1
	C. Notice to Offeror	2
II.	Conditions Governing the Procurement	
	A. Procurement Schedule	2
	B. Explanation of Events	2
	C. Amendments to RFP	4
	D. General Requirements	4
III.	Response Format and Organization	
	A. Number of Responses	9
	B. Number of Copies	9
	C. Proposal Format	9
IV.	Qualifications/Information Requirements	
	A. References	11
	B. Résumés/Company Profile and Experience	11
	C. Ability to Meet Supply Specifications	11
	D. Method of Providing Services	12
	E. Product Demonstration	12
	F. Cost Proposal	12
V.	Evaluation	
	A. Evaluation Process	12
	B. Evaluation Point Table Summary of Factors	13
	C. Evaluation Factors	13
VI.	Scope of Work	
	A. Solutions and Services	15
	B. General Specifications	16
	C. Business Specifications	16
	D. Installation	17
	E. Warranty and Extended Maintenance	18
	F. Acceptance Criteria	19
VII.	Cost Proposal	
	A. Equipment	20
	B. Installation and Service	20
	C. Annual Service Contract/Maintenance Fee	20
	D. Warranty	20
	E. Gross Receipts Tax	20

VIII. Appendices

A. Appendix A: Acknowledgment of Receipt Form A-1
B. Appendix B: Draft Contract..... B-1

I. INTRODUCTION

A. Purpose of This Request for Proposals

The State of New Mexico's (State's) Legislative Council Service (LCS), on behalf of Legislative Building Services (LBS), is requesting proposals to supply and install audio and visual system upgrades in Committee Rooms 307 and 322 of the State Capitol.

The purpose of this Request for Proposals (RFP) is to select through a competitive procurement process a qualified offeror that has the experience and expertise to perform the services and provide the necessary equipment as described in the Scope of Work, Section VI, of this RFP. Offerors shall provide the services and equipment identified in the Scope of Work in consultation with the Procurement Manager and Project Manager.

B. Procurement Manager/Project Manager

The LCS has designated a Procurement Manager, whose name, mailing address, email address and telephone number is listed below. The address for the Procurement Manager below should be used for express or overnight courier deliveries.

AMY CHAVEZ-ROMERO, Assistant Director for Legislative Affairs, LCS
Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501

amy.chavez-romero@nmlegis.gov
Telephone: (505) 986-4685
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RAPHAEL "DHRETT" BACA, LBS Superintendent
Project Manager
Legislative Building Services
490 Old Santa Fe Trail, Suite 211
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Any inquiries or requests regarding this procurement shall be submitted by email, and as provided in Section II, Paragraph B (3), only to the Procurement Manager. Questions shall be clearly labeled and shall cite the specific RFP section that forms the basis of the question. Offerors may contact only the Procurement Manager regarding the procurement during the course of this procurement but may contact the Project Manager, whose contact information is

provided above, to schedule a site visit, as allowed pursuant to Section VI, Paragraph D(2). Any attempt to contact others may result in disqualification of the offeror. Other State employees do not have the authority to respond on behalf of the LCS. The LCS shall not assume responsibility for any answers or clarifications received from any source unless authorized in writing by the Procurement Manager to respond on the LCS's behalf.

C. Notice to Offeror

This procurement is governed by the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, and applicable rules. The code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities or kickbacks.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. Procurement Schedule

The following schedule will be followed in the procurement of the services and equipment described in this RFP.

(1) Issuance of RFP	July 29, 2022
(2) Deadline for Receipt of Acknowledgment of Receipt Form	August 5, 2022
(3) Deadline for Receipt of Written Questions	August 8, 2022
(4) Response to Written Questions and RFP Amendments	August 12, 2022
(5) Deadline for Submission of Proposals	August 18, 2022
(6) Proposal Evaluation and Selection	August 19, 2022*
(7) Contract Effective Date	August 23, 2022*
(8) Substantial Completion	November 30, 2022

*The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentatively August 23, 2022; 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.

B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Paragraph A of this section.

(1) Issuance of RFP

This RFP is being issued by the LCS on July 29, 2022.

(2) Deadline for Receipt of Acknowledgment of Receipt Form

An offeror should hand-deliver or return by certified mail, overnight courier or email to the Procurement Manager the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (see Appendix A) to have its organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization and must be received by the LCS by 5:00 p.m. Mountain Daylight Saving Time on August 5, 2022. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt, and the offeror's organization shall be responsible for meeting any changes and requirements in the RFP.

(3) Deadline for Receipt of Written Questions

An offeror may submit written questions as to the intent or clarity of this RFP until 5:00 p.m. Mountain Daylight Saving Time on August 8, 2022. All written questions must be submitted by the deadline and by **email only** and addressed to the Procurement Manager (see Section I, Paragraph B) at amy.chavez-romero@nmlegis.gov. The email subject line shall be labeled "Questions Re RFP for Audio and Visual System Upgrades".

(4) Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on or about August 12, 2022 to each offeror whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated and hand-delivered, emailed or returned by overnight courier or by certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt, and the offeror's organization shall be responsible for meeting any changes and requirements in the RFP.

(5) Deadline for Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR THE PROCUREMENT MANAGER'S DESIGNEE NO LATER THAN 5:00 P.M. MOUNTAIN DAYLIGHT SAVING TIME ON AUGUST 18, 2022. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph B. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the LCS Request for Proposals for Audio and Visual System Upgrades in Certain State Capitol Committee Rooms. Proposals submitted by email or facsimile will not be accepted.

Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors or to the public prior to contract award.

(6) Proposal Evaluation and Selection of Finalists

The evaluation of proposals will be performed by the Evaluation Committee. The Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by any offeror.

The Evaluation Committee will select an offeror on August 19, 2022, which is subject to extension at the discretion of the LCS.

(7) Contract Effective Date

The anticipated contract start date is August 23, 2022. No work may be performed nor may equipment be ordered by the offeror until the contract is fully executed. The LCS assumes no liability for any work performed nor equipment ordered by the selected offeror in anticipation of a binding contract.

(8) Substantial Completion

The system must be fully operational by November 30, 2022 and ready for testing and staff training.

C. Amendments to RFP

Any amendments to this RFP will be issued to all offerors that have returned the Acknowledgment of Receipt Form. The offerors will be required to acknowledge receipt of the amendments in writing.

D. General Requirements

This procurement shall be conducted in accordance with the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, and applicable rules.

(1) Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the "Conditions Governing the Procurement" section of the RFP in the letter of transmittal. Submission of a proposal constitutes acceptance of the evaluation factors contained in Section V of this RFP.

(2) Incurring Cost

Any cost incurred by the offeror in preparation, transmittal and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

(3) Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the LCS. The LCS shall make contract payments to only the prime contractor and shall consider the selected offeror to be the sole point of contact with regard to any final contract.

(4) Subcontractors

Use of subcontractors shall be clearly explained in the proposal. Subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance. No subcontractor shall be added or changed without notification to and approval of the LCS.

(5) Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. LCS personnel shall not merge, collate or assemble proposal materials.

(6) Offeror's Rights to Withdraw Proposal

An offeror shall be allowed to withdraw its proposal at any time prior to the deadline for receipt of proposals. The offeror shall submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement statutes or rules.

(7) Proposal Offer Firm

Responses to the RFP, including proposal prices, will be considered firm and valid for sixty (60) days after the due date for receipt of proposals.

(8) Disclosure of Proposal Contents

All proposals shall be kept confidential until the contract is awarded. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for the material that is specifically identified by written request as proprietary or confidential. Proprietary or

confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential or proprietary material is normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 through 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential material.

If a request is received for disclosure of material for which an offeror has made a written request for confidentiality, the Procurement Manager shall examine the offeror's request and make a determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal shall be so disclosed. The offeror shall notify the Procurement Manager ten (10) days in advance of instituting legal action intended to prohibit disclosure. The proposal shall be open to public inspection subject to any continuing prohibition on disclosure.

(9) No Obligation

This procurement in no manner obligates the LCS, the State or any of its agencies to the eventual purchase of services or equipment offered until a valid written contract is fully executed.

(10) Termination

This RFP may be canceled at any time, and any and all proposals may be rejected in whole or in part if the LCS determines such action to be in the best interest of the LCS or the State.

(11) Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated or modified if sufficient appropriations or authorizations do not exist. Such termination shall be effected by sending written notice to the contractor. The LCS's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the contractor as final.

(12) Legal Review

The LCS requires that each offeror agree to be bound by the General Requirements, this section of this RFP. Any offeror's concerns shall be promptly brought to the attention of the Procurement Manager.

(13) Governing Law

This procurement and any agreement with an offeror that may result shall be governed by the laws of the State.

(14) Basis for Proposal

Only information supplied by the LCS in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

(15) Contract Terms and Conditions

The contract between the LCS and a contractor shall follow the format specified by the LCS. The LCS reserves the right to negotiate the provisions with a successful offeror in addition to the provisions contained in this RFP. The provisions of this RFP, as revised or supplemented, and the successful offeror's proposal shall be incorporated into the contract.

Should an offeror object to any of the LCS's contract terms and conditions, the offeror must propose specific alternative language. General references by an offeror to the terms and conditions or attempts at complete substitutions are not acceptable to the LCS and shall result in disqualification of the offeror's proposal.

An offeror shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

(16) Offeror's Terms and Conditions

An offeror shall submit with the proposal a complete set of any additional terms and conditions that it expects to have included in a contract negotiated with the LCS.

(17) Contract Deviations

Any additional terms and conditions that may be the subject of negotiation shall only be discussed between the LCS and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

(18) Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Procurement Manager shall reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

(19) Right to Waive Minor Irregularities

The Evaluation Committee and the LCS reserve the right to waive minor irregularities. The Evaluation Committee and the LCS also reserve the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the mandatory requirements

or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and the LCS.

(20) Change in Contractor Representative

The LCS reserves the right to require a change in the contractor representative if the assigned representative is not, in the opinion of the LCS, meeting its needs adequately.

(21) Imposition of Penalties

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

(22) LCS Rights

The LCS reserves the right to accept all or a portion of an offeror's proposal.

(23) Right to Publish

Throughout the duration of this procurement process and contract term, a potential offeror, an offeror or a contractor shall secure from the LCS written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

(24) Ownership of Proposals

All documents submitted in response shall become the property of the LCS and the State.

(25) Contract Notice of Award Date

The LCS reserves the right to delay the notice of award of contracts until after the date indicated on the schedule if such a delay is in the best interest of the State.

(26) Email Address Required

A part of the communication regarding this procurement will be conducted by email. The offeror must have a valid email address to receive this correspondence.

(27) Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In

the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the LCS, the version maintained by the LCS shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

An offeror shall submit only one (1) proposal.

B. Number of Copies

An offeror shall provide four (4) identical copies of its proposal, each bound separately, to the Procurement Manager specified in Section I, Paragraph B, along with one (1) electronic copy.

C. Proposal Format

Each proposal shall be typewritten on standard eight and one-half (8½) by eleven (11) inch paper and placed within a binder or bound with tabs delineating each section. Larger paper is permissible for charts, spreadsheets and other graphics. A proposal submitted by facsimile or other electronic means, except for the one (1) electronic copy required by Section III, Paragraph B, will not be accepted.

(1) Proposal Organization

The technical proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated:

- (a) Letter of Transmittal;
- (b) Table of Contents;
- (c) Proposal Summary;
- (d) Response to Mandatory Specifications;
- (e) Response to Terms and Conditions;
- (f) Offeror's Additional Terms and Conditions;
- (g) Completed Form from Appendix A; and
- (h) Other Supporting Material (optional).

Within each section of its proposal, an offeror must address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

The proposal summary may be included by an offeror to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

An offeror may attach other materials that it feels may improve the quality of its responses. However, these materials should be included as items in a separate appendix.

(2) Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. The letter of transmittal shall:

- (a) identify the submitting organization;
- (b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- (c) identify the name and title of the person authorized by the organization to negotiate the contract on behalf of the organization;
- (d) identify the name(s) and title(s) of the person(s) to be contacted for clarification of the proposal;
- (e) explicitly indicate acceptance of the conditions governing the procurement in the manner described in Section II, Paragraph D(1);
- (f) be signed by the person authorized to contractually obligate the organization; and
- (g) acknowledge receipt of any and all amendments to this RFP, if applicable.

(3) Resident Business, Native American Resident Business, Resident Veteran Business and Native American Resident Veteran Business Preference

To receive a resident business, Native American resident business, resident veteran business or Native American 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).

IV. QUALIFICATIONS/INFORMATION REQUIREMENTS

An offeror should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. References

The offeror shall provide a minimum of four (4) references that are using equipment and services of the type proposed in this RFP. The references may include legislatures or other governmental entities where the offeror, preferably within the last five (5) years, has successfully completed installation and implementation of an audio and visual system. At a minimum, the offeror shall provide the customer name, the location where the equipment and services were provided, contact person(s), customer's telephone number and email address and a complete description of the service type and dates the equipment and services were provided. These references may be contacted to verify the offeror's ability to perform the contract. The LCS reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract.

B. Résumés/Company Profile and Experience

The offeror shall specify how long the individual/company submitting the proposal has been in the business of providing equipment and services similar to those requested in this RFP and under what company name. The offeror should provide a complete description of any relevant past projects, including the equipment/ service type and dates the equipment and services were provided. A résumé or summary of qualifications, work experience, education, skills, etc., that emphasizes previous experience in this area should be provided for all key personnel, including the company's on-site project manager, who will be involved with any aspects of the services provided.

C. Ability to Meet Supply Specifications

The offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed in Section VI.

- * System Components
- * General System Operations
- * General System Requirements
- * Other Requirements and Options
- * Installation and Training
- * Warranty and Extended Maintenance

D. Method of Providing Services

The offeror shall provide a work plan and the methods to be used that will demonstrate to the State what the offeror intends to do; the time frames necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed in Section VI.

E. Product Demonstration

The offeror must be prepared to demonstrate all aspects of its system. The LCS reserves the right to interview only the highest scoring offeror(s) or to interview all offerors at the LCS's discretion.

F. Cost Proposal

The offeror must provide a detailed line-item cost per component, installation costs and maintenance costs for the system as outlined in Section VII.

V. EVALUATION

The Evaluation Committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The Evaluation Committee will be the sole judge in the selection of the finalists. Evaluation Committee members will be familiar with particular aspects of this procurement and standards or criteria for specific areas of the RFP.

A. Evaluation Process

(1) Each offeror's proposal will be reviewed for compliance with the mandatory requirements as stipulated within this RFP. Proposals deemed nonresponsive may be eliminated from further consideration.

(2) The Evaluation Committee may at its option waive requirements as specified in Section II, Paragraph D(19).

(3) The Procurement Manager may at the Procurement Manager's option contact an offeror for clarification of responses.

(4) The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph D(18).

(5) Responsive proposals will be evaluated on the factors in Paragraph B of this section, which have been assigned a point value. The responsible offerors with the highest scores will be elected as finalists based upon the proposals submitted. Finalists may be asked to submit revised proposals for the purpose of making best and final offers and will have their

points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the State, taking into consideration the evaluation factors in Paragraph B of this section, will be recommended by the Evaluation Committee for contract award to the LCS. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

B. Evaluation Point Table Summary of Factors

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals.

Factor	Points
(1) References	50
(2) Relevant Firm Experience and Staff Expertise	150
(3) System Compatibility and Interoperability	150
(4) System Components	200
(5) System Installation and Operation	200
(6) Terms and Cost of Warranty and Extended Maintenance	100
(7) Total Cost	150
Total	1,000

An additional 8% 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 or Native American resident business preferences 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 or Native American resident veteran business certificate. An offeror will not be awarded both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native American resident veteran business preference.

C. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

(1) References

As described in Section IV, Paragraph A.

(2) Relevant Experience and Project Staff Expertise

The offeror's relevant experience with tasks similar to those described in the Scope of Work will be evaluated. The offeror's staff experience of proposed project staff members on tasks similar to those described in the Scope of Work will be evaluated for quality of work delivered.

(3) System Compatibility and Interoperability

The proposed audio and visual system will be evaluated on its interoperability characteristics with both the current information systems and the current industry-standard applications. The system will further be evaluated on compatibility with existing information technology resources of the LCS and the LBS and with their systems in place for webcasting and conducting hybrid (simultaneous in-person and video conference) meetings.

(4) System Components

The offeror's proposed system components will be evaluated on how the required equipment meets the requirements listed in the Scope of Work.

(5) System Installation and Operation

The offeror's system operation will be evaluated on the soundness of the approach to accomplish the goals of the project, including installation and training, and to successfully accomplish all tasks described in the Scope of Work within the date required for substantial completion.

(6) Terms and Cost of Warranty and Extended Maintenance

The offeror's warranty and extended maintenance proposal will be evaluated on the offeror's ability to meet specifications outlined in Section VI, Paragraph E on an ongoing basis at a reasonable cost.

(7) Total Cost

$$\frac{\text{Lowest Responsive Offeror's Total Cost} \times 150}{\text{Offeror's Total Cost}} = \text{Award Points.}$$

VI. SCOPE OF WORK

The goal of this project is to install audio and visual system upgrades in Committee Rooms 307 and 322 of the State Capitol. To the extent brand names are referenced in this portion of the

RFP, such references are included only for the purpose of describing the standard of quality, performance and characteristics desired, and such references are not intended to limit or restrict competition.

A. Solutions and Services

The selected vendor must supply and install the following audio and visual system upgrades in *each* of the Committee Rooms 307 and 322 of the State Capitol:

(1) replace existing audio processor in each room with a system such as QSC Qsys 24 channel eco system, with a channel expander and network switch or another brand system of comparable quality and function;

(2) replace two (2) existing amplifiers in each room with QSC amplifiers or amplifiers of another brand or model of comparable quality;

(3) add a microphone system in each room such as a Shure MX series wireless microphone system or other brand of microphone system of comparable quality and function for movable table locations, including eight (8) ten (10)-inch gooseneck microphones per room and bases and batteries for each of those microphones, plus at least two (2) charging stations and at least two (2) hand-held wireless microphones per room;

(4) replace eighteen (18) desk microphones in each room with the same number of ten (10)-inch gooseneck LED status indicator microphones with an on/off indicator, including a shotgun microphone capsule for each of those microphones and new wall plates and terminations;

(5) provide and install two (2) hanging microphones in each room with a shotgun capsule for each of those microphones;

(6) replace two (2) presenter's table gooseneck cardioid microphones in each room with the same number of twenty (20)-inch gooseneck cardioid microphones;

(7) replace the existing control system in each room with an eleven (11)-inch touch panel user interface;

(8) install three (3) sixty-five (65)-inch commercial monitors in each room for use by committee members, including an array mount system and basic 120v duplex power provisions;

(9) upgrade the video delivery system for each room to a system such as a QSC Qsys eco system or another brand system of comparable quality and function, including input and output locations and provision of a USB bridge to supply audio and video to the webstreaming and conferencing system;

(10) install four (4) new sixty-five (65)-inch monitors in each room with ceiling or wall mounts in the gallery area, including basic 120v duplex power provisions;

(11) replace the existing PTZ conferencing camera in each room with a camera such as a QSC Qsys eco system PTZ 4K camera or another brand of camera of similar quality and function; and

(12) provide an interface with the LCS network, as requested by the LCS Director.

The selected vendor shall additionally provide end-user training and support as described in Subparagraph (2) of Paragraph E of this section through November 30, 2023.

B. General Specifications

Due to the complexity of the network design, the contractor shall have a qualified full-time designer on staff who shall oversee the network design of the audio and visual system upgrade. The contractor shall have on staff at least one (1) certified technician on site during all times of system installation, programming, commissioning and training.

Upon completion of the audio and visual system upgrade, certified test results detailing decibel levels and real-time analyzer readings for each speaker/zone shall be documented and provided to the LBS Superintendent. In addition, all measurements shall be provided, utilizing an NTI spectrum analyzer or its equivalent with a certified calibrated microphone.

Within the first week of the effective date of the contract, the contractor shall provide a submittal package that shall include manufacturer project specification sheets, warranty information and quantity information. A complete, functional one-line diagram and cable schedule shall additionally be included for review by the LBS. All cabling must be clearly marked at both ends.

"As-builts" shall be submitted to the LBS within thirty (30) days of substantial completion of the audio and visual system upgrades.

C. Business Specifications

Insurance Certificates. The awarded contract will require that the contractor maintain insurance throughout the term of the contract for protection from claims that may arise out of the contractor's operations under the contract, including operations by the contractor and subcontractors and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The limits of liability required include coverage for not less than the following amounts or greater if required by law:

<u>Type of Coverage Required</u>	<u>Minimum Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	Bodily Injury: \$1,000,000 per person/\$1,000,000 per occurrence and Property Damage; or combined single limit coverage of \$1,000,000 per occurrence.

With the offeror's proposal, an offeror must submit current certificates of insurance showing current coverage equal to or greater than the above-referenced amounts.

Because of the complexity of any given project, additional Errors and Omissions insurance may be required.

Performance and Payment Bonds. The awarded contract will require that the contractor deliver to the LCS a performance and payment bond upon execution of the contract equal to the price specified in the contract in accordance with Section 13-4-18 NMSA 1978.

D. Installation

The successful offeror will be responsible for complete system installation following all manufacturer's guidelines.

(1) Time Frame

Installation and testing of the new system shall be substantially completed by November 30, 2022.

(2) On-Site Requirements/Cleanup

Each offeror may visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. This can be accomplished prior to the deadline for submission of proposals by contacting the Project Manager identified in this RFP. Failure to do so will not relieve the successful offeror of the obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, the adjacent property and the public in all phases of the work. The successful offeror shall be responsible for all damages or injury due to the offeror's actions or neglect. The successful offeror shall maintain access to all phases of the project pending inspection by the LCS or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. The successful offeror shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the successful offeror fail to respond to the notice or not remedy the defects, the LCS may have the work corrected at the expense of the successful offeror.

The successful offeror shall:

- (a) keep the premises free from debris and accumulation of waste;
- (b) clean up any oil or spills;
- (c) remove all smears and stains from finished surfaces; and
- (d) remove all equipment, tools and excess materials before final inspection and payment by the LCS.

(3) Existing Equipment

Offerors are asked to submit a cost quotation for removal and disposal of the existing audio and visual system equipment. The LCS will choose whether removal will be done by the offeror or by the LCS. The LCS further reserves the right to retain the existing system equipment and components or have the successful offeror dispose of them.

E. Warranty and Extended Maintenance

(1) Warranty

The successful offeror shall provide a minimum warranty period of one (1) year following final system acceptance and testing. During the warranty period, the successful offeror shall commit to rectify performance and remedy any problem that hinders the system operation, defined within the agreed-upon project scope, within one (1) business day during the legislative session and within one (1) week at other times during the warranty period. Payment for the warranty shall occur on the date of final system acceptance.

(2) Extended Maintenance

The successful offeror shall provide continuous support for the software and hardware components of the audio and visual systems in a manner that will assure the LCS and LBS of the availability of reliable audio and visual systems during the maintenance contract or warranty period. The successful offeror represents that it and its employees are professionally qualified and possess the requisite skills, knowledge, qualifications and experience to provide the services required under this contract.

The successful offeror agrees to provide the LCS with phone support for the installed audio and visual systems. Phone support consists of answering questions and solving problems over the phone on how to operate the audio and visual systems installed in Committee Rooms 307 and

322 of the State Capitol. A remote meeting connection with a tool like Zoom may be used to provide assistance at the discretion of the legislative staff. The successful offeror shall provide properly trained customer contacts with person-to-person interaction with a qualified representative, software developer or engineer who is trained to respond to customer questions, as well as diagnose and resolve software and hardware issues that arise. The successful offeror shall make all reasonable efforts to resolve coding errors or provide work-around or patches to solve the problems reported by the LCS. The successful offeror shall provide a list of contact numbers at which the successful offeror's employees can be reached twenty-four (24) hours a day, seven (7) days a week.

Once a call is made by the LCS and the problem is identified, the successful offeror shall advise the LCS of a corrective procedure if one is available, or if a solution is not immediately available, the successful offeror shall take the necessary steps to address the issue, including issuing software updates. The LCS shall provide details regarding the problem, including supporting materials, via email or a remote meeting connection such as Zoom. The successful offeror shall provide on-site diagnostic support to the extent practicable.

Hardware repairs to contractor-supplied parts or equipment shall be made at no additional charge. Hardware repairs shall be made on an exchange basis. Hardware repair does not include computers, monitors, file servers, printers and network cards or other network devices installed by the LCS. The contractor shall specify an inventory of parts and vendors for all components of contractor-supplied hardware that are subject to failure.

The contractor shall provide technical training to the individuals designated by the LCS as necessary to permit the trained persons to operate and perform minor technical services on the audio and visual systems.

If on-site assistance is required after expiration of the warranty period, the LCS shall reimburse the contractor for travel to Santa Fe and per diem expenses to the same extent provided for state employees, provided that such travel is approved in advance by the LCS director.

F. Acceptance Criteria

(1) Substantial Completion

The system must be fully operational by November 30, 2022 and ready for testing and staff training.

(2) Training

The contractor shall provide training to key LCS personnel on the daily operation and upkeep of the system.

(3) Final System Acceptance

The LCS defines final acceptance of the completed system as the LCS's written acknowledgment that the completed system has been in successful operation for six (6) calendar months with an absence of problems or defects (as defined and determined by the LCS) of the following types:

- * no occurrence of failure or defect that has a mission critical impact;
- * no occurrence of failure or defect that is critical for business continuity;
- * no occurrence of failure or defect that creates an instance where the entire application or parts cannot be used;
- * no occurrence of failure or defect that cannot be corrected with an acceptable work-around; and
- * levels of system availability, application response time and other performance criteria are met.

A problem or defect is defined as when the system does not operate as approved by the deliverable documents as accepted and signed by the LCS. In all instances of problems or defects, the LCS shall provide the contractor the opportunity to resolve the problem or defect.

VII. COST PROPOSAL

The following costs should be shown in the proposal.

A. Equipment

Equipment necessary for the operation of the audio and visual system as provided in the Scope of Work of this RFP. Costs for each component and subcomponent in the Scope of Work should be separately stated.

B. Installation and Services

Cost of installation and configuration of all components, plus separately stated costs for removal and disposal of the existing audio and visual system equipment.

C. Annual Service Contract/Maintenance Fee

Cost of support services contract as described in Section VI, Paragraph E. Current methods of support for maintenance and associated costs should be explained.

D. Warranty

Full coverage of at least twelve (12) months following final system acceptance.

E. Gross Receipts Tax

Any gross receipts tax for which the offeror would be liable must be stated separately.

APPENDIX A

Acknowledgment of Receipt Form

REQUEST FOR PROPOSALS

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix B.

Only potential offerors who return this form will receive copies of all offeror written questions and the LCS's written responses to those questions as well as Request for Proposals amendments.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL ADDRESS: _____

FAX NO.: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Return this acknowledgment to arrive no later than August 5, 2022 at 5:00 p.m. Mountain Daylight Saving Time to:

Amy Chavez-Romero, Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501
amy.chavez-romero@nmlegis.gov

APPENDIX B

DRAFT CONTRACT

STATE OF NEW MEXICO (STATE)

Legislative Council Service (LCS)

Agreement for _____

GENERAL AND SPECIAL PROVISIONS

5.1 Term. This Contract shall be effective on the date that the last of the parties to the Contract signs the Contract and will terminate as set forth in the Contract.

5.2 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.

5.3 Status of Contractor. The Contractor and Contractor's agents and employees are independent contractors performing services for the LCS and are not employees of the State. The Contractor and 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 by virtue of the Contract.

5.4 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 Agreement.

5.5 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.

5.6 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.

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

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

5.8 Conflict of Interest. The Contractor warrants 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. The Contractor further warrants that the Contractor will not violate the provisions of Section 10-16-8 or 10-16-13 NMSA 1978 by entering into the Contract.

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

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

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

5.12 Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature. 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.

5.13 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.

5.14 Equal Opportunity Compliance. The Contractor agrees to abide by all federal and State laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor agrees 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.

5.15 Dispute Resolution. If a dispute arises under the provisions of this Contract, the parties shall make a good faith attempt to mediate the dispute through a mediator agreed to by the parties. If the parties cannot agree to a mediator, then the mediator shall be designated by the presiding judge of the First Judicial District Court. If the dispute is not resolved by mediation, the parties shall submit the dispute to binding arbitration. The arbitration shall be governed by the provisions of this section and the provisions of the Uniform Arbitration Act.

5.16 Indemnity. The Contractor shall hold harmless and indemnify the State against any injury, loss or damage, including cost of defense, arising out of the negligent acts, errors or omissions of the Contractor.

5.17 Insurance. The Contractor shall purchase and maintain insurance for protection from claims that may arise out of the Contractor's operations under the Contract, including operations by the Contractor and subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. A certificate of insurance shall be filed with the LCS prior to commencement of the work. The limits of liability for the insurance required by this section shall provide coverage for not less than the following amount or greater if required by law:

<u>Type of Coverage Required</u>	<u>Minimum Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	Bodily Injury: \$1,000,000 per person/ \$1,000,000 per occurrence and Property Damage; or combined single limit coverage of \$1,000,000 per occurrence.

5.18 Performance and Payment Bonds. The Contractor shall deliver to the LCS a performance and payment bond upon execution of the Contract equal to the price specified in the Contract in accordance with Section 13-4-18 NMSA 1978.

5.19 Prevailing Wage and Benefits. The Contractor shall comply with the provisions of the Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978.

5.20 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.

5.21 Severability. It is the intention of the parties to the Contract that if any provision of the Contract is illegal, invalid or unenforceable under law effective during the term of this Contract, the remainder of the Contract shall not be affected.

5.22 Interchangeable Terms. For the purposes of all provisions within this Contract and all attachments to the Contract, the terms "Agreement" and "Contract" shall have the same meaning and are interchangeable.

5.23 Number of Documents. This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

5.24 Contract Documents. The Contract Documents, which constitute the entire Agreement between the LCS and the Contractor, are listed in Article 1 and, except for modifications issued after execution of this Contract, are listed as follows:

CONTRACT DOCUMENTS:

- This Agreement
- Contractor's Proposal
- Certificate of Insurance
- Performance Bond and Payment Bond

STATE OF NEW MEXICO
LEGISLATIVE COUNCIL SERVICE

By: _____
RAÚL E. BURCIAGA, Director

_____, Contractor

Date: _____

Date: _____

N.M. Tax I.D. # _____

Federal Tax I.D. # _____