

*Amended as of 5/26/2023*

**AMENDED**

**REQUEST FOR PROPOSALS (RFP)**

**ISSUED BY THE**

**NEW MEXICO LEGISLATIVE COUNCIL SERVICE**

**FOR THE**

**NEW MEXICO HOUSE OF REPRESENTATIVES**

**AND**

**NEW MEXICO SENATE**

**FOR**

**VOTING/MESSAGE DISPLAY SCREENS FOR THE HOUSE AND SENATE  
CHAMBERS**

**State of New Mexico  
Legislative Council Service  
490 Old Santa Fe Trail, Suite 411  
Santa Fe, New Mexico 87501  
(505) 986-4600**

**ISSUE DATE: May 4, 2023 (Amended May 26, 2023)**

**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. The Procurement Code and all statutory references in this RFP can be found at <https://www.nmonesource.com>. (See "Current New Mexico Statutes Annotated 1978".)

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## **I. INTRODUCTION**

### **A. Purpose of This Request for Proposals (RFP)**

The State of New Mexico's (State's) Legislative Council Service (LCS), on behalf of the New Mexico House of Representatives (House) and the New Mexico Senate (Senate), is requesting proposals to replace its current House and Senate voting/message display screens.

The purpose of this RFP is to select through a competitive procurement process a qualified Offeror that has the ability to provide the necessary equipment, experience and expertise to perform the services as described in the Scope of Work, Section VI of this RFP. Offerors shall provide the services 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 who is responsible for the conduct of this procurement and whose name, address, email and telephone number are 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](mailto:amy.chavez-romero@nmlegis.gov)  
Telephone: (505) 986-4685

Any inquiries or requests regarding this procurement shall be submitted in writing 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 shall contact only the Procurement Manager regarding this RFP during the course of this procurement, but Offerors may contact the Project Manager to schedule a site visit prior to the deadline for submission of proposals in accordance with the procurement schedule and provisions of Section II(B)(3) of this RFP. The name and relevant contact information of the Project Manager are provided below:

MARK GUILLEN, Legislative Information Systems Supervisor  
Project Manager  
Legislative Building Services  
490 Old Santa Fe Trail, Suite 411  
Santa Fe, NM 87501

[mark.guillen@nmlegis.gov](mailto:mark.guillen@nmlegis.gov)  
Telephone: (505) 986-4640

Any attempt to contact others may result in the disqualification of the Offeror. 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 Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**D. Background Information**

The House and the Senate are seeking proposals to replace the current voting/message display screens in their respective chambers with an LED display setup. The display screens currently in the House Chamber were installed in 2015, and the display screens currently in the Senate Chamber were installed in 2014. The display screens in the House are composed of a total of seventeen (17) LCD panels — eight (8) LCD panels on a mounting system for each of two (2) walls, plus one (1) LED panel in the House lounge. The display screens in the Senate are composed of thirteen (13) LCD panels — six (6) LCD panels on a mounting system for each of two (2) walls in the Senate Chamber, plus one (1) LCD panel in the Senate lounge. The panels need to be replaced as a multi-panel setup or as a single-screen display setup covering an area of at least ninety-six (96) inches wide by one hundred eight (108) inches tall for each of two (2) walls in the House Chamber and ninety-six (96) inches wide by eighty-one (81) inches tall for each of two (2) walls in the Senate Chamber. Displays must be installed in a manner that is compatible with the voting systems, devices, software and applications that are currently functioning and in place in each chamber. The Offeror shall propose a method and any necessary devices or equipment to replace, mount and operate the House and Senate voting/message display screens in compatibility with the voting systems, devices, software and applications currently functioning in each chamber. Offerors are strongly encouraged to schedule a site visit pursuant to this RFP to observe the existing setups in each chamber.

**II. CONDITIONS GOVERNING THE PROCUREMENT**

**A. Procurement Schedule**

The following schedule will be followed as closely as possible in the procurement of the services described in this RFP. The LCS reserves the right to revise this schedule without the need for a formal amendment. Offerors will be notified, in advance, in the event a revision is required.

- |   |              |
|---|--------------|
| (1) Issuance of RFP   | May 4, 2023  |
| (2) Deadline for Receipt of Acknowledgment<br>of Receipt Form | May 12, 2023 |
| (3) Deadline for Site Visits                                  | May 19, 2023 |
| (4) Deadline for Receipt of Written Questions                 | May 19, 2023 |

(5) Response to Written Questions and RFP Amendments	May 26, 2023
(6) Deadline for Submission of Proposals	June 12, 2023
(7) Proposal Evaluation and Selection of Finalists	June 13-16, 2023
(8) Oral Presentations by Finalists (if necessary)	June 22, 2023
(9) Notice of Contractor Selection	June 23, 2023
(10) Contract Negotiation and Preparation	Week of June 26, 2023
(11) Contract Effective Date	July 3, 2023
(12) Substantial Completion	October 6, 2023
(13) Training and Testing Completion	October 31, 2023
(14) Project Acceptance	October 31, 2023

**B. Explanation of Events**

The following explanations describe the activities listed in the Procurement Schedule shown in Subsection A of this section.

**(1) Issuance of RFP**

This RFP is being issued by the LCS on May 4, 2023.

**(2) Deadline for Receipt of Acknowledgment of Receipt Form**

An Offeror should email the "Acknowledgment of Receipt Form" that accompanies this document (see Appendix A) to [amy.chavez-romero@nmlegis.gov](mailto:amy.chavez-romero@nmlegis.gov) 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 Time on May 12, 2023. 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 Site Visits**

An Offeror may contact the Project Manager specified in Section I(B) to schedule a site visit, which site visit shall occur no later than May 19, 2023. Potential Offerors should provide at least forty-eight (48) hours of notice with regard to a requested site visit.

**(4) Deadline for Receipt of Written Questions**

An Offeror may submit written questions by email to the Procurement Manager at [amy.chavez-romero@nmlegis.gov](mailto:amy.chavez-romero@nmlegis.gov) as to the intent or clarity of this RFP until 5:00 p.m. Mountain Daylight Time on May 19, 2023. All written questions must be addressed to the Procurement Manager (see Section I(B)).

## **(5) Response to Written Questions and RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on or about May 26, 2023 by email to each Offeror whose organization name appears on the Procurement Distribution List.

## **(6) Deadline for Submission of Proposals**

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER NO LATER THAN 5:00 P.M. MOUNTAIN DAYLIGHT TIME ON JUNE 12, 2023. 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(B). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the LCS RFP for Voting/Message Display Screens for the House and Senate Chambers. Proposals submitted by 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.

## **(7) Proposal Evaluation**

The evaluation of proposals will be performed by the Evaluation Committee. This process will take place from June 13 until June 16, 2023. During this time, 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.

## **(8) Selection of Finalists and Oral Presentations**

The Evaluation Committee will select finalists, and the Procurement Manager will notify the finalists of such selection by the close of business on June 16, 2023. Only the finalists will be invited to participate in oral presentations scheduled for June 22, 2023, if such presentations are scheduled at the discretion of the LCS.

## **(9) Notice of Contractor Selection**

The Evaluation Committee will evaluate the oral presentations. Based upon its evaluation of the proposals and the oral presentations, the Evaluation Committee will make a final selection of the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP as per the Procurement Schedule or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. By June 23, 2023, the Offeror selected to perform the work and those Offerors not selected will be notified by email from the LCS that an Offeror has been selected to enter into contract negotiations with the LCS. Selection does *not* constitute an obligation to contract with the successful Offeror.

## **(10) Contract Negotiation and Preparation**

After final Offeror selection, any contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the LCS reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **(11) Contract Effective Date**

The anticipated contract start date is July 3, 2023. No work may be performed by the Offeror until the contract is fully executed. The LCS assumes no liability for any work performed by the selected Offeror in anticipation of a binding contract.

## **(12) Substantial Completion**

The voting/message display screens shall be installed in the House and Senate Chambers and fully operational by October 6, 2023 and shall be 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 Section II, Conditions Governing the Procurement, of this 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 submission 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. The Procurement Manager shall not merge, collate or assemble proposal materials.

#### **(6) Offeror's Right to Withdraw Proposal**

An Offeror shall be allowed to withdraw its proposal at any time prior to the deadline for submission 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 non-confidential 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 State or any of its agencies to the eventual purchase of services 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 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 of 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 alternative language.

**(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 be discussed only 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 failed 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, Offeror or 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 to this RFP 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 six (6) identical copies of its proposal, each bound separately, to the Procurement Manager specified in Section I(B), along with one (1) electronic copy on a USB flash drive.

### **C. Proposal Format**

Each proposal shall be typewritten on standard 8 1/2 x 11 inch paper and placed within a binder or bound with tabs delineating each section and shall be accompanied by an electronic copy on a USB flash drive as required by Section III(B). Larger paper is permissible for charts, spreadsheets and other graphics. A proposal that is not submitted by hard copy as required in this paragraph with an accompanying electronic copy on a USB flash drive will not be accepted.

#### **(1) Proposal Organization**

Each proposal shall be organized and indexed in the following format and shall contain, at 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 Forms from Appendices A, B and C; 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 the 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 stated in Section II(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, an Offeror 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/business-preference-certification/>).

**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 five (5) references that are using supplies and/or 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 voting/message display screens, plus configuration with any voting/message systems. At a minimum, the Offeror shall provide the customer name, the location where the supplies and/or services were provided, the customer's contact person(s), telephone number and email address and a complete description of the service type and dates the 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 or company submitting the proposal has been in the business of providing supplies 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 supply or service type and dates the supplies or 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.

- Voting/message screen components, including, but not limited to, the ability to use the existing mounting system, requirements for a new mounting system, requirements for new controllers and the type and any other components necessary to install and operate the new voting/display screens for the House and the Senate;
- Installation and training; and
- Warranty and extended maintenance.

The Offeror shall additionally provide detailed documentation of its ability to obtain all of the devices and equipment required for completion of the Scope of Work and shall include documentation of a plan to obtain backup devices and equipment of a comparable quality and function in the event of supply chain or other issues, in order to meet the required Substantial Completion Deadline of October 6, 2023.

## **D. Method of Providing Services**

The Offeror shall provide a work plan and the methods to be used that will demonstrate how the Offeror intends to accomplish the Scope of Work before the Substantial Completion Deadline; 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 provide a demonstration of the details of all components of the voting/message display screens and necessary accessory parts for mounting and operation and compatibility with existing House and Senate voting systems, voting devices, software and applications. 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 voting/message displays in the House and Senate Chambers 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 the 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(D)(19).

(3) The Procurement Manager may, at the request of the Evaluation Committee, contact an Offeror for clarification of responses.

(4) The Procurement Manager may, at the request of the Evaluation Committee, contact other sources of information to perform the evaluation as specified in Section II(D)(18).

(5) Responsive proposals will be evaluated on the factors in Subsection 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 LCS, taking into consideration the evaluation factors in Subsection 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) Compatibility and Interoperability with Wide Range of Systems	100
(4) System Components	200
(5) System Installation and Operation	250
(6) Cost of and Terms of Warranty and Extended Maintenance	100
(7) Total Cost	150
Total	1,000
(8) Product Demonstration (if necessary to refine evaluations)	

An additional eight (8) percent 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 ten (10) percent 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(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) Compatibility and Interoperability

The proposed voting/message display screen supply and installation will be evaluated on the interoperability characteristics with the existing voting systems, devices, software and applications in place for the House and Senate. (See also Paragraph VI(B)(3).)

(4) System Components

The Offeror's supply and installation of the proposed voting/message display screens will be evaluated on how they meet the requirements listed in the Scope of Work.

(5) System Installation and Operation

The Offeror's proposed voting/message display screen supply and installation will be evaluated on the soundness of the approach to successfully accomplish all tasks described in the Scope of Work by the Substantial Completion Deadline of October 6, 2023. The evaluation will include an evaluation of the Offeror's ability to obtain all necessary devices and equipment required for completion of the Scope of Work on or before the Substantial Completion Deadline, including an evaluation of the Offeror's plan to obtain backup devices or equipment of a comparable quality and function in the event of supply chain or other issues to ensure the required Substantial Completion Deadline is met. The Offeror's proposed voting/message display screen supply and installation will further be evaluated on the flexibility and versatility of the Offeror's system to meet the future needs of the House and Senate.

(6) Cost of and Terms 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(D) on an ongoing basis at a reasonable cost.

(7) Total Cost

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

(8) Product Demonstration

The Offeror should demonstrate the ability to show how the product will best meet the requirements of the Scope of Work.

**VI. SCOPE OF WORK**

The goal of this project is to replace the current voting/message display screens in the House and Senate Chambers.

## **A. Solutions and Services**

The selected Offeror must provide the following solutions and services:

(1) replace the voting/message display screens in each of the House and Senate Chambers with new LED voting/message display screens as a multi-panel setup or as a single-screen display setup covering an area of ninety-six (96) inches wide by one hundred eight (108) inches tall for each of two (2) walls in the House Chamber and ninety-six (96) inches wide by eighty-one (81) inches tall for each of two (2) walls in the Senate Chamber. Displays must be of high quality and function, and the selected Offeror shall provide any associated hardware and software to operate the screens, including but not limited to necessary cabling, inputs or outputs;

(2) if a multi-panel setup is elected by the LCS, replace the voting/message display screens currently installed in the House and Senate lounges (one (1) screen in *each* lounge) with one LED screen in each lounge identical to the voting/message display screens provided for a multi-panel setup, with the intention of allowing such screens to serve as backups in the event that a screen in either the House or Senate Chamber requires replacement; provided that for any setup installed, the selected Offeror shall provide essential spare parts for power supply, LED modules and any other equipment;

(3) configure the new voting/message display screens to function properly with existing voting systems, devices, software and applications in place for the House and Senate without interruption of the operation of existing components;

(4) provide training on the voting/message display screen configuration, operation and usage;

(5) provide operations and user manuals for voting/message display screens and associated components; and

(6) provide long-term support/maintenance.

## **B. General Specifications**

To follow is an outline of the basic functional requirements needed to assist the Offeror in evaluating the needs of the requested components.

### **(1) Chamber Voting/Message Display Screens**

High-resolution full-color graphic display screens able to display adjustable font size and color. Display should be clear enough to be read from across the chamber and from an angle on the same side of the chamber. Text should show multiple or longer lines of text where the text wraps as the need arises. Detailed descriptions of options for different display sizes are encouraged, with the expected lifetime of each type of setup. Offerors shall also include a proposal to replace existing House and Senate voting/message display screens with displays

ninety-six (96) inches wide by one hundred eight (108) inches tall for each of two (2) walls in the House Chamber and ninety-six (96) inches wide by eighty-one (81) inches tall for each of two (2) walls in the Senate Chamber. (Small adjustments for size may be permitted if necessary, but proposals should provide solutions to meet those dimensions as closely as possible.) Displays must be of high quality and function. *Each proposal shall provide details of options available for both multi-panel and single-screen setups.*

## **(2) Display Capability**

The voting/message display screens must allow for clear display of the content from the rostrum workstation. This content may be textual, graphical, video or any other media that is displayed on the rostrum workstation.

## **(3) Compatibility**

The voting/message display screens should be compatible with the voting systems, devices, software and applications that are functioning and in place in the House and the Senate and the New Mexico Legislature's existing software and server environment. The Offeror should specify any additional hardware or devices necessary for the operation of the voting/message display screens. The current environment includes Virtual VMware Windows Server 2016 R1 enterprise servers, with back-end database servers that are Microsoft SQL Server 2012. Workstations are Windows 10 Professional. The current website environment is .NET with Microsoft SQL Server 2012 as the back-end database. Current audio system is a Lectrosonic system (model DM 1612 mixers).

## **(4) Change Orders**

Upon consultation with the House and Senate chief clerks, the LCS may approve change orders for provision of and payment for any additional or replacement devices and services necessary to complete the Scope of Work due to unknown conditions or unanticipated problems or additional needs that arise during the performance of the contract.

## **C. Installation**

The successful Offeror will be responsible for complete system installation following all manufacturer guidelines.

### **(1) Time Frame**

Installation and configuration of the new voting/message display screens with existing voting systems, devices, software and applications that are functioning and in place in both chambers of the House and Senate shall occur between July 3, 2023 and October 6, 2023.

## **(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. 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 successful Offeror shall adequately protect the work, 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 State 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 State 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 State.

## **D. Warranty and Extended Maintenance**

### **(1) Warranty**

The successful Offeror will provide a minimum warranty period of at least one (1) year following installation, acceptance and testing. During the warranty period, the successful Offeror will commit to rectify performance and remedy any problem that hinders the operation of the voting/message display screens, 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 will occur on the date of final project acceptance.

### **(2) Extended Maintenance**

The successful Offeror shall provide continuous support for the voting/message display screens in a manner that will assure the House and Senate of the availability of reliable voting and agenda display screens for any regular, special or extraordinary legislative session that occurs

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 RFP.

The successful Offeror agrees to provide the LCS and the respective chief clerks with support by telephone and videoconference for the House and Senate voting/message display screens. Such support consists of answering questions and solving problems over the phone on how to operate and maintain the voting/message display screens installed in the chambers of the House and Senate. Videoconferencing 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 who is trained to respond to customer questions as well as diagnose and resolve issues that arise. The successful Offeror shall make all reasonable efforts to resolve errors or provide workarounds to solve reported problems. 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 during legislative sessions, including regular, special or extraordinary sessions.

Once a call is made by the LCS or staff of the respective chief clerks' office and the problem is identified, the successful Offeror shall advise 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. The LCS or staff of the respective chief clerks' offices shall provide details regarding the problem, including supporting materials, via email, telephone or videoconference. If remote access is available, the successful Offeror shall provide remote diagnostic support.

Corrected display system software is covered under this maintenance support contract at no additional charge. The successful Offeror shall provide minor software changes necessary for operation of the voting/message display screens at no additional charge. Minor software changes shall be provided upon request of the State. The upgrades are the property of the State. The State shall maintain the operating system and any software that is not provided by the successful Offeror.

In the event that a request exceeds a minor change, it will be dealt with on an individual basis, with an estimate of required programming time provided based at an hourly rate agreed upon by both parties.

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

The Contractor shall provide technical training to the individuals designated by the State as necessary to permit the trained persons to perform minor technical services on the voting/message display systems.

If on-site assistance is required after expiration of the warranty period, the Contractor will be reimbursed for travel to Santa Fe and per diem expenses only to the same extent provided for state employees; provided that such reimbursement is approved in advance by the LCS director.

## **E. Acceptance Criteria**

### **(1) Installation Acceptance and Testing**

Following installation of the voting/message display screens, there will be a period from October 7, 2023 until October 31, 2023 dedicated to initial, concentrated testing. The Contractor and the LCS and the offices of the House and Senate chief clerks will work together to test all aspects of the voting/message display screens in the House and Senate Chambers. Installation acceptance is scheduled for October 31, 2023.

### **(2) Training**

The Contractor will provide training to key legislative personnel on the daily operation and upkeep of the voting/message display screens.

### **(3) Final Acceptance**

Final acceptance of the installed voting/message display screens is defined 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 State) of the following types:

- (a) no occurrence of failure or defect that has a mission-critical impact;
- (b) no occurrence of failure or defect that is critical for business continuity;
- (c) no occurrence of failure or defect that creates an instance where the entire application or parts cannot be used;
- (d) no occurrence of failure or defect that cannot be corrected with an acceptable workaround; and
- (e) no occurrence of failure or defect in the levels of system availability, application response time and other performance criteria.

A problem or defect is defined as a voting/message display screen that 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 will provide the Contractor the opportunity to resolve the problem or defect.

## **VII. COST PROPOSAL**

The following costs should be shown in the proposal. See Appendix B for format and further details.

### **A. On-Site Implementation**

Installation of the voting/message display screens described in this RFP (which will become the property of the State); training of House, Senate and LIS staff to the satisfaction of the House and Senate chief clerks and Procurement and Project Managers; testing the voting/message display screens and their compatibility with existing voting systems, devices, software and applications that are functioning and in place in the House and Senate Chambers; and the provision of manuals and documentation.

### **B. Hardware**

Hardware and other devices necessary for the operation of the voting/message display screens. Offerors should suggest what is necessary for voting/message display screen operation and include the cost of such equipment and devices.

### **C. Voting/Message Display Screens**

Offerors may provide more than one option for voting/message display screens to meet the needs of the House and Senate.

### **D. Installation and Services**

Cost of installing and configuring the voting/message display screens and related equipment with existing House, Senate and LIS hardware, software devices and applications; and the removal of existing voting/message display screens and related equipment and devices no longer necessary due to the replacement of existing voting/message display screens. The LCS would be responsible for equipment disposal in accordance with state law.

### **E. Annual Service Contract/Maintenance Fee**

Cost of an annual service contract following expiration of warranty that describes the support process; twenty-four (24)-hour session support services; remote support services; available updates; documentation; and training services. Current methods of support for maintenance and associated costs should be explained.

### **F. Warranty**

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



**APPENDIX A**

**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 C. 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 May 12, 2023 at 5:00 p.m. Mountain Daylight 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](mailto:amy.chavez-romero@nmlegis.gov)

**APPENDIX B**  
**COST REPORT FORM**

**SUMMARY OF PROPOSED COST**

The Offeror listed below submits the following firm, fixed, fully loaded project price to complete the requirements as outlined in this RFP for the State. Gross receipts shall be stated separately.

Option A: \$ \_\_\_\_\_

Option B: \$ \_\_\_\_\_

Option \_\_: \$ \_\_\_\_\_

Offeror Name: \_\_\_\_\_

**DETAIL OF PROPOSED COSTS**

Fully describe in detail each component and per-unit cost, if applicable, and total component cost.

Chamber Voting/Message Display Screens (Multi-Panel and Single-Screen Options) and Additional Screens for House and Senate Lounges for Multi-Panel Options (cost of each option and estimated lifetime cost)

Operator Interface Terminals for Operators, Chief Clerk and Speaker

Necessary Hardware/Workstations

Reconfiguration or Replacement of Existing Devices Related to Operation of the Voting/Message Display Screens

Long-Term Service and Maintenance (annual cost)

Installation

Full Warranty (minimum of twelve (12) months)

Testing and Training

Other

Total Cost

**APPENDIX C**

**DRAFT CONTRACT**

**GENERAL AND SPECIAL PROVISIONS**

**STATE OF NEW MEXICO**

**Legislative Council Service**

**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 of New Mexico. 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 of New Mexico 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 LCS director.

5.6 Change Orders. The LCS may increase compensation as provided in the Contract to cover costs for written change orders approved by the LCS for any additional or replacement devices necessary to complete the scope of work due to unknown conditions or to address any unknown or unanticipated problems or additional needs that arise during the performance of the Contract.

5.7 Payment. The LCS shall pay the Contractor for equipment costs upon invoicing for those costs only if that equipment is installed and the LCS is satisfied that the equipment installed is fully functional as part of a functioning voting/message display system that is configured with existing voting systems, devices, software and applications in place in the relevant chamber. Progressive invoicing for services rendered, excluding equipment costs, shall be allowed. Payment shall be made upon receipt and review by the LCS of a detailed statement from the Contractor of equipment installed, services rendered or other costs incurred in the month preceding the month in which the invoice is submitted, unless the LCS director otherwise approves, in writing, of an alternative invoicing period.

5.8 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.

5.9 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.

5.10 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.

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

5.12 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.

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

5.14 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.

5.15 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.

5.16 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.

5.17 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.

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

5.19 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

5.20 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 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:

STATE OF NEW MEXICO  
LEGISLATIVE COUNCIL SERVICE

By: \_\_\_\_\_  
RAÚL E. BURCIAGA, Director \_\_\_\_\_, Contractor

Date: \_\_\_\_\_ Date: \_\_\_\_\_

N.M. Tax I.D. # \_\_\_\_\_

Federal Tax I.D. # \_\_\_\_\_

Resident Contractor # \_\_\_\_\_