

AMENDED*

REQUEST FOR PROPOSALS

ISSUED BY THE

NEW MEXICO LEGISLATIVE COUNCIL SERVICE

ON ITS OWN BEHALF AND ADDITIONALLY FOR THE

NEW MEXICO HOUSE OF REPRESENTATIVES

AND

NEW MEXICO SENATE

FOR

**WEBCAST STREAMING, INDEXING, ARCHIVING, CLOSED CAPTIONING AND
RELATED ANALYTICS FOR THE NEW MEXICO LEGISLATURE**

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

ISSUE DATE: November 3, 2023

AMENDED DATE: November 21, 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, 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".)

**See highlighted material on pages 17 and 18.*

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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 itself and the New Mexico House of Representatives (House) and the New Mexico Senate (Senate), is requesting proposals to provide a platform for webcast streaming, indexing, archiving, closed captioning and related analytics for the New Mexico Legislature as described in the Scope of Work, Section VI of this RFP.

By issuing this RFP, the LCS, the House chief clerk and the Senate chief clerk intend to procure a comprehensive solution for their respective webcasting needs, including streaming, recording, indexing, closed captioning, publishing and archiving audio and video of legislative proceedings, along with the provision of analytics. As it will be necessary for the agencies of the legislature to have a common platform for the common webcasting needs of the legislature as a whole, it is intended that pursuant to this procurement, three (3) separate contracts will be awarded to a single Offeror, including one (1) contract in which the House chief clerk, on behalf of the House, will be the consumer to cover the needs of the House during the legislative session and another in which the Senate chief clerk, on behalf of the Senate, will be the consumer to cover the needs of the Senate during the legislative session. The third contract will be with the LCS to cover the needs of the legislature, including its interim committees, during the interim. The scopes of work for each respective contract are specified separately in Subsections A, B and C of the Scope of Work. The general and special provisions specified in Appendix C of this RFP will be included in each contract.

The purpose of this RFP is to select through a competitive procurement process a qualified Offeror that has the ability to provide the necessary software, hardware, equipment, experience and expertise to fulfill the requirements described in the Scope of Work for a period of four (4) years.

B. Background

The LCS, created by statute in 1951, is the drafting and legal research agency for the New Mexico Legislature, provides a number of administrative functions for all members of the legislature and meets the legislature's information technology needs. The director and the LCS staff serve all members of the legislature without regard to their political affiliation, seniority or leadership position. Legislative Information Systems (LIS) is the department within the LCS that is responsible for maintaining the information technology resources of the legislature, including the legislature's network and public website.

Regular legislative sessions begin at 12:00 noon on the third Tuesday of January each year. In odd-numbered years, legislative sessions last sixty (60) days, and in even-numbered years, legislative sessions last thirty (30) days. The legislature may also convene in a special session called by the governor or in an extraordinary session upon certification of the need for an extraordinary session by three-fifths of the members of each chamber. The duration of a special session or extraordinary session is limited to thirty (30) days, except for an extraordinary session if an impeachment trial is pending. Any changes to the length or scope of any legislative sessions require constitutional amendment.

During any legislative session, the House and Senate rules require that video streams of their respective floor proceedings be accessible through the legislature's website in a manner benefitting the respective chambers, including an appropriate user interface. The rules further require that webcasts of floor proceedings begin as soon as practicable after a quorum is present and terminate as soon as practicable after adjournment or a recess. Webcasts of all House and Senate standing committee proceedings are also made available on the legislature's website. The House and Senate rules require that live streams of webcasts be made publicly available for five (5) years following adjournment of the relevant session, although the legislature may plan to keep live streams of all webcasts available from inception on its website. During legislative sessions, the House and Senate chief clerks and their respective staff members work with the LIS to ensure proper functioning of the webcast and live closed captioning of the live-streamed webcasts.

During the last legislative session, thirteen (13) standing committees existed in the House and nine (9) standing committees existed in the Senate, although the number of standing committees may fluctuate in the future if either chamber amends its rules. Any number of standing committees may meet at the same time in their respective locations. It is also possible for standing committee proceedings to take place at the same time as House or Senate floor proceedings. House and Senate floor proceedings often run simultaneously.

For joint interim committee proceedings when the legislature is not in session, the LIS exclusively ensures that interim committee meetings are webcast and made publicly available in substantially the same manner webcasts are produced and made available during a legislative session. Each year, the LCS staffs approximately twenty (20) interim committees, although that number may vary. On any given day during the interim, two (2) to five (5) interim committees can meet simultaneously. Some interim committee meetings are held at the State Capitol, but others are held in various locations throughout the state. The legislature webcasts all interim committee proceedings, whether they are held at the State Capitol or at a remote location. For interim committee proceedings conducted away from the State Capitol, the legislature makes every effort to stream interim committee proceedings live. If, for internet accessibility reasons or other unforeseen reasons, it is not possible to live stream an interim committee proceeding, the proceeding is recorded and posted to the legislature's website as soon as practicable. The Legislative Finance Committee and the Legislative Education Study Committee staff their own meetings, but the LCS is responsible for ensuring the webcasting and archiving of those meetings as well.

All legislative proceedings that are streamed from the State Capitol are closed captioned in real time using a software solution. In addition, for all future interim committee proceedings that are streamed from locations outside of the State Capitol, the LCS intends to provide live closed captioning through its webcast platform. That solution is part of the Scope of Work included in this RFP.

The current audio-visual architecture of the legislature includes, for proceedings conducted at the State Capitol, PTZ camera systems, LCD displays, network video endpoints, controllers with touch panels, wireless microphones, four (4)-channel audio processors, eight (8)-channel

amplifiers and webcast personal computers with encoders. For interim committee meetings conducted outside of the State Capitol, the audio-visual architecture includes a laptop with an encoder and an audio mixer sound system with eight (8) wireless microphones, a converter and a MiFi device for internet access. Offerors are strongly encouraged to schedule a site visit pursuant to this RFP to observe the existing audio, visual and information technology setups for the legislative webcast.

C. 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
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

Any inquiries or requests regarding this procurement shall be submitted in writing only to the Procurement Manager within the deadline provided in the procurement schedule of this RFP. 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

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.

D. 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.

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	November 3, 2023
(2) Deadline for Receipt of Acknowledgment of Receipt Form	November 13, 2023
(3) Deadline for Site Visits	November 17, 2023
(4) Deadline for Receipt of Written Questions	November 17, 2023
(5) Response to Written Questions and RFP Amendments	November 21, 2023
(6) Deadline for Submission of Proposals	December 1, 2023
(7) Proposal Evaluation and Selection of Finalists	December 4-6, 2023
(8) Oral Presentations by Finalists (if necessary)	December 11, 2023
(9) Notice of Contractor Selection	December 12, 2023
(10) Contract Negotiation and Preparation	December 13-20, 2023
(11) Contract Effective Date	January 1, 2024*

*or other date as agreed upon by the parties

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 November 3, 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 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 Standard Time on November 13, 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(C) to schedule a site visit, which site visit shall occur no later than November 17, 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 as to the intent or clarity of this RFP until 5:00 p.m. Mountain Standard Time on November 17, 2023. All written questions must be addressed to the Procurement Manager (see Section I(C)).

(5) Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on or about November 21, 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 STANDARD TIME ON DECEMBER 1, 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(C). 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 Webcast Streaming, Indexing, Archiving, Closed Captioning and Related Analytics for the New Mexico Legislature. 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 December 4 to December 6, 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 December 6, 2023. Only the finalists will be invited to participate in oral presentations scheduled for December 11, 2023, if such presentations are scheduled at the discretion of the LCS. Any oral presentations will be conducted via video conference.

(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 December 12, 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 January 1, 2024 unless otherwise negotiated by the parties. 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.

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 qualifies 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(C), 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.

(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 three (3) references that are using a webcasting platform software similar to the type and scope described in the Scope of Work. 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 webcasting platform software. At a minimum, the Offeror shall provide the customer name, telephone number and email address and a complete description of the webcasting platform software 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. Relevant Experience and Staff Expertise

The Offeror shall specify how long the individual or company submitting the proposal has been in the business of providing webcasting platform software or services or equipment related to webcast streaming, indexing, archiving, closed captioning and related analytics. The Offeror should provide a complete description of any relevant past projects, including the project type and dates the projects were completed. 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 Specifications

The Offeror shall provide information as to its ability to meet the items of the Scope of Work. The Offeror shall additionally discuss its ability to ensure that the solution proposed by the Offeror will be compatible with and adaptable to existing legislative audio, visual and information technology infrastructure components. Offerors are strongly encouraged to schedule

a site visit pursuant to this RFP to observe the existing audio, visual and information technology setups in place.

D. Methodology

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 and how the work will be accomplished to meet the contract requirements as detailed in the Scope of Work.

E. Total Cost

The Offeror must provide a cost proposal for provision of the items contained in the Scope of Work, broken down by costs for the: 1) House; 2) Senate; and 3) LCS.

The Offeror must complete Appendix B to fulfill the cost proposal requirement but may provide any additional information relevant to a determination of total costs. Total annual costs over a period of four (4) years for each of the House, Senate and LCS shall be provided.

F. Product Demonstration (if necessary to refine evaluations)

The Offeror must be prepared to provide a demonstration of the details of all components of the webcasting platform software and necessary accessory components for operation and compatibility with existing legislative audio, visual and information technology infrastructure. Demonstrations will be conducted at the LCS's discretion. The LCS reserves the right to interview only the highest scoring Offeror(s) or to interview all Offerors.

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 (1) 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	10
(2) Relevant Experience and Staff Expertise	35
(3) Ability to Meet Specifications	35
(4) Methodology	15
(5) Total Cost	5
Total	100
(6) 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 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) Ability to Meet Specifications

The Offeror's proposal will be evaluated based upon its description of its ability to meet the specifications of the Scope of Work. The evaluation will include consideration of the Offeror's description of its ability to ensure that the solution proposed by the Offeror will be compatible with and adaptable to the existing legislative audio, visual and information technology infrastructure.

(4) Methodology

The Offeror's proposal will be evaluated on how the Offeror will meet the requirements listed in the Scope of Work. The Offeror's detail of the Offeror's plan to meet the requirements of the Scope of Work in a professional, organized and efficient manner will be considered.

(5) Total Cost

Total costs proposed over a four (4)-year contract period aggregated for all contracts will be evaluated.

$$\frac{\text{Lowest Responsive Offeror's Total Cost} \times 5}{\text{The Offeror's Total Cost}} = \text{Award Points}$$

(6) Product Demonstration (if product demonstrations are held)

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 selected Offeror will be required to meet the requirements provided in the following Scope of Work.

A. For the House during each regular, extraordinary or special session of the legislature, for **seven (7)** venues capable of being in operation simultaneously, the selected Offeror shall:

(1) provide a license to a webcasting platform software that streams, records, indexes, publishes, archives and closed captions audio and video legislative proceedings in a manner that is capable of webcast delivery on multiple types of devices to large audiences of over four thousand (4,000) users per floor session or standing committee hearing and to on-site users with a local content service;

(2) live stream audio and video of legislative proceedings online and act as a content delivery network (CDN) for the customer and in a manner compatible with on-site equipment and with the legislature's off-site video production equipment;

(3) provide live closed captioning functionality for all webcasts;

(4) provide redundancy services for the webcasting platform software, along with access to servers, hardware and other equipment or software necessary to adequately provide such services;

(5) provide a license to a software platform that provides accurate live captioning of audio and video of all legislative proceedings as they are being streamed;

(6) provide access to any equipment or hardware or provide any software license necessary to stream audio and video of legislative proceedings;

(7) archive audio and video files, with closed captioning, of all House floor and standing committee proceedings and provide cloud-based storage for such files for a minimum of four (4) years;

(8) provide encoders and application and content servers that process both live and archived proceedings;

(9) provide a license to a software platform, plus any necessary hardware, that provides premium analytics reports, data and statistics for live and archived webcasts and any associated metadata;

(10) work with the House chief clerk's staff and the LIS to ensure that each software platform is properly integrated with the legislature's website;

(11) provide ongoing service maintenance and training required to support the functions described in Paragraphs (1) through (10) and (13) of this subsection, including, but not limited to, all major and minor software upgrades;

(12) provide access to twenty-four (24)-hours-per-day, seven (7)-days-per-week technical support related to all of the items provided in this subsection during legislative sessions, including regular, special and extraordinary sessions;

(13) provide access to any other hardware, software or equipment required for any of the items described in this subsection, including installation of any such equipment, including, but not limited to, technology equipment or audio or visual equipment; and

(14) coordinate with the House chief clerk's staff and the LIS as necessary to facilitate the Contractor's fulfillment of the requirements of this subsection.

B. For the Senate during each regular, extraordinary or special session of the legislature, for **six (6)** venues capable of being in operation simultaneously, the selected Offeror shall:

(1) provide a license to a webcasting platform software that streams, records, indexes, publishes, archives and closed captions audio and video legislative proceedings in a manner that is capable of webcast delivery on multiple types of devices to large audiences of over four thousand (4,000) users per floor session or standing committee hearing and to on-site users with a local content service;

(2) live stream audio and video of legislative proceedings online and act as a content delivery network (CDN) for the customer and in a manner compatible with on-site equipment and with the legislature's off-site video production equipment;

(3) provide live closed captioning functionality for all webcasts;

(4) provide redundancy services for the webcasting platform, along with access to servers, hardware and other equipment or software necessary to adequately provide such services;

(5) provide a license to a software platform that provides accurate live captioning of audio and video of all legislative proceedings as they are being streamed;

(6) provide access to any equipment or hardware or provide any software license necessary to stream audio and video of legislative proceedings;

(7) archive audio and video files, with closed captioning, of all Senate floor and standing committee proceedings and provide cloud-based storage for such files for a minimum of four (4) years;

(8) provide encoders and application and content servers that process both live and archived proceedings;

(9) provide a license to a software platform, plus any necessary hardware, that provides premium analytics reports, data and statistics for live and archived webcasts and any associated metadata;

(10) work with the Senate chief clerk's staff and the LIS to ensure that each software platform provided is properly integrated with the legislature's website and to facilitate all other services provided pursuant to this subsection;

(11) provide ongoing service maintenance and training required to support the functions described in Paragraphs (1) through (10) and (13) of this subsection, including, but not limited to, all major and minor software upgrades;

(12) provide access to twenty-four (24)-hours-per-day, seven (7)-days-per-week technical support related to all of the items provided in this subsection during legislative sessions, including regular, special and extraordinary sessions;

(13) provide access to any other hardware, software or equipment required for any of the items described in this subsection, including installation of any such equipment, including, but not limited to, technology equipment or audio or visual equipment; and

(14) coordinate with the Senate chief clerk's staff and the LIS as necessary to facilitate the Contractor's fulfillment of the requirements of this subsection.

C. For the LCS, the selected Offeror shall, for thirteen (13) venues, plus multiple off-site locations, capable of being in operation simultaneously, whether or not the legislature is in session:

(1) provide a license to webcasting platform software that streams, records, indexes, publishes, archives, and closed captions audio and video legislative proceedings held at the State Capitol or any location outside of the State Capitol in a manner that is capable of webcast delivery on multiple types of devices to large audiences of over four thousand (4,000) users per floor session or committee hearing and to on-site users with a local content service;

(2) live stream audio and video of legislative proceedings online and act as a content delivery network (CDN) for the customer and in a manner compatible with on-site equipment and with the legislature's off-site video production equipment;

(3) provide live closed captioning functionality for all webcasts, whether the proceedings webcast are conducted at the State Capitol or any other location;

(4) provide redundancy services for the webcasting platform, along with access to servers, hardware and other equipment or software necessary to adequately provide such services;

(5) provide a license to a software platform that provides accurate live captioning of audio and video of all legislative proceedings as they are being streamed, whether such proceedings are conducted at the State Capitol or are streamed from a location outside of the State Capitol;

(6) provide access to any equipment or hardware or provide any software license necessary to stream audio and video of legislative proceedings;

(7) archive audio and video files, including closed captioning, of all legislative proceedings (including any existing files from previous years) and provide cloud-based storage for such files for a minimum of four (4) years;

(8) provide encoders and application and content servers that process both live and archived proceedings;

(9) provide a license to a software platform, plus any necessary hardware, that provides premium analytics reports, data and statistics for live and archived webcasts and any associated metadata;

(10) work with the LIS to ensure that each software platform is properly integrated with the legislature's website;

(11) provide ongoing service maintenance and training required to support the functions described in Paragraphs (1) through (10) and (13) of this subsection, including, but not limited to, all major and minor software upgrades;

(12) provide access to twenty-four (24)-hours-per-day, seven (7)-days-per-week technical support related to all of the items provided in this subsection during legislative sessions, including regular, special and extraordinary sessions, and provide access to such technical support during the legislative interim from Monday through Friday, 7:30 a.m. to 5:30 p.m. Mountain Standard Time;

(13) provide access to any other hardware, software or equipment required for any of the items described in this subsection, including installation of any such equipment, including, but not limited to, technology equipment or audio or visual equipment; and

(14) coordinate with the LIS as necessary to facilitate the Contractor's fulfillment of the requirements of this subsection.

(IMPORTANT NOTE REGARDING POSSIBLE FUTURE ENHANCEMENTS: The House chief clerk, Senate chief clerk and LCS may, at a later time, consider the need for enhancements to the webcasting platform. Although such enhancements will not be included as part of an initial contract with the selected Offeror, if feasible, and upon agreement by the parties to a contract awarded pursuant to this RFP, such contract may be later amended to include the following webcast functionality:

- the ability to upload and archive offsite webcasts from remote locations; and
- the ability for online viewers to pause and reverse webcasts while the webcast is streaming live.)

APPENDIX A

REQUEST FOR PROPOSALS

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that the undersigned 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 November 13, 2023 at 5:00 p.m. Mountain Standard 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

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 a four (4)-year contract, detailing any monthly or annual costs, professional rates and one (1)-time fees. Include a total of all costs in the spaces provided below each for the House of Representatives, Senate and Legislative Council Service (LCS). Gross receipts shall be stated separately in the detail of proposed costs, but shall also be included in the totals provided for each year.

	Total Year 1	Total Year 2	Total Year 3	Total Year 4
House of Representatives:	\$ _____	\$ _____	\$ _____	\$ _____
Senate:	\$ _____	\$ _____	\$ _____	\$ _____
LCS:	\$ _____	\$ _____	\$ _____	\$ _____

Offeror Name: _____

DETAIL OF PROPOSED COSTS

As applicable, describe in detail each component and per-unit and total component cost. Please include any periodic costs that the Contractor would propose. Provide the aforementioned detail for each of the House of Representatives, Senate and LCS. Aggregate annual totals must be included in the spaces above.

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 January 1, 2024 or such other date agreed upon by mutual agreement of the parties and will terminate after the expiration of four (4) years or as otherwise 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.

*NOTICE: While the Legislative Council Service is listed on this template as the contracting party, two (2) other contracts with the same general and special provisions will be executed, specifying that the house chief clerk, on behalf of the House of Representatives, and the senate chief clerk, on behalf of the Senate, will be the contracting parties for those two (2) respective contracts.

5.7 Payment. The LCS shall pay the Contractor for equipment costs upon invoicing for those costs only if the LCS is satisfied that the webcasting platform software is fully functional as part of the audio and visual and information technology infrastructure of the legislature and with the legislature's website. 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, 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 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.

5.20 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.

5.21 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.

5.22 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 # _____