REQUEST FOR PROPOSALS
FOR
LEGISLATIVE STAFF CLASSIFICATION AND COMPENSATION STUDY FOR THE LEGISLATIVE COUNCIL SERVICE

LEGISLATIVE COUNCIL SERVICE
490 OLD SANTA FE TRAIL, SUITE 411
SANTA FE, NM 87501
(505) 986-4600

ISSUE DATE:
OCTOBER 30, 2026

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.

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1. INTRODUCTION

The Legislative Council Service (LCS) invites individuals and organizations (Offerors) to submit proposals in accordance with the outlines and specifications contained in this request for proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide any additional information that they believe is relevant.

The purpose of this procurement is to select a contractor to study and analyze the classification structure, salary ranges and compensation-related policies for all year-round legislative staff employed by the LCS, the Legislative Building Services, the Chief Clerk of the Senate, the Chief Clerk of the House, the legislative leadership offices, the district legislative aide program, the Legislative Finance Committee and the Legislative Education Study Committee.

2. SEQUENCE OF EVENTS

Event	Date
A. Release of RFP	October 30, 2026
B. Submission of Proposals	by 4:00 p.m. Mountain Standard Time (MST) on November 19, 2026
C. Evaluation of Proposals and Selection	November 20-27, 2026

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; however, it is dependent on the selection date, the length of time required for Contract negotiation and the length of time required for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978. Prospective Offerors may direct questions about the RFP to Randall J. Cherry, Procurement Manager, at the Legislative Council Service, 490 Old Santa Fe Trail, Suite 411, Santa Fe, NM 87501; telephone (505) 986-4600.

B. Submission of Proposals. Offerors shall submit their proposals and supporting documentation in electronic format to randall.cherry@nmlegis.gov. Proposals must be in the format specified in Paragraph 6 of this RFP and must be signed by the Offeror. The LCS will not accept a hard copy of a proposal.

The deadline for receipt of proposals by the LCS is November 19, 2026, no later than 4:00 p.m. MST. Proposals will be deemed received as of the time reflected on the email receipt electronic record.

All proposals must be submitted with the email subject line: "Proposal for Legislative Staff Classification and Compensation Study".

C. Modification or Withdrawal of Proposals. A proposal may be modified by an Offeror prior to the deadline for submission of proposals by emailing a written modification to the above email address. The email subject line must read "Modification to Proposal for Legislative Staff Classification and Compensation Study".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering email notice or by telephone notification to the Procurement Manager listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only proposal received, no late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the LCS. Time limits will not otherwise be waived.

Proposals will not be opened publicly and will not be open to public inspection until after award of the Contract.

D. Evaluation of Proposals. Proposals will be evaluated by the LCS using the criteria listed in Paragraph 8 of this RFP. During the evaluation process, the LCS may seek clarification from Offerors but shall NOT negotiate with Offerors.

E. Selection of Offeror. The final selection of an Offeror shall be made by the LCS. That selection will be publicly announced on or after November 27, 2026. The Offeror selected to perform the work and those Offerors not selected will be notified in writing via email by the LCS. Selection does NOT constitute an obligation to contract with the Offeror. The LCS reserves the right to contract with the second choice and then the subsequent choices if contract negotiations fail with the final offeror.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be emailed to all individuals who have notified the LCS of their intent to respond to the RFP and shall be posted on the legislative website at: https://www.nmlegis.gov/Publications/Request_For_Proposals. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by the amendment.

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The LCS reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the LCS to do so. The LCS shall not be responsible for the payment of any costs incurred by the Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an Offeror in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROTEST DEADLINE

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978. As a Protest Manager has been named in this RFP, pursuant to Section 13-1-172 NMSA 1978, only protests delivered to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute and this RFP. The fifteen (15)-calendar-day protest period shall begin on the day following the award of contracts and shall end at 5:00 p.m. MST on the fifteenth day. Protests shall be written and shall include the name and address of the protestor and the RFP title. Protests shall also contain a statement of the grounds for protest, including appropriate supporting exhibits, and shall specify the ruling requested from the Protest Manager listed below. The protest must be delivered via email at gerardo.paredes@nmlegis.gov to:

Gerardo A. Paredes Jr., Chief Procurement Officer (Protest Manager)
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501.

6. PROPOSAL FORMAT

An Offeror shall include the following information in the Offeror's proposal:

A. Letter of Transmittal. Include the following information:

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

(2) the signature of the Offeror;

(3) the date of the proposal;

(4) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP; and

(5) a statement that the Offeror's proposal is valid for thirty (30) days after the deadline for submission of proposals.

B. Description of Services. An Offeror shall provide evidence of the Offeror's qualifications to perform the scope of work outlined in Paragraph 7 of this RFP. The scope of work indicates "what" the Offeror is supposed to do; the description of services should show "how" the Offeror intends to perform the services.

C. Remuneration. After selection by the LCS, compensation for services will be negotiated between the Offeror and the LCS. The LCS will consider alternative proposals regarding compensation. The proposals shall include the hourly rate to be charged for each category of personnel involved in providing the required services. Compensation shall be paid monthly for work performed in the preceding month. Reimbursement shall be provided for incurred and separately stated applicable gross receipts taxes and reasonable expenses incurred in providing these services.

D. Related Experience and Qualifications. The Offeror's ability to meet the evaluation factors contained in Paragraph 8 of this RFP shall be stated in this section of the proposal. An Offeror shall additionally:

(1) identify the individuals who will be assigned to perform the work pursuant to the Contract and include for each individual the relevant education, training, prior experience and work performed of a similar nature. The resumes and credentials of all individuals who will be assigned to perform the work pursuant to the Contract shall be included. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform the scope of work outlined in Paragraph 7 of this RFP;

(2) include a list of three (3) references from individuals who are familiar with the work of the Offeror and are aware of the Offeror's work performed of a similar nature. References from current or former legislators will not be considered; and

(3) list the governmental entities, agencies or other political subdivisions for which the Offeror has performed work in the last five (5) years, including the time period and the nature of the work performed.

E. 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 the Offeror's preference certificate with the proposal. Certificates for preferences can be obtained through the Taxation and Revenue Department (https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/).

7. SCOPE OF WORK

The Contractor shall conduct a classification and compensation study of all year-round legislative staff employed by the LCS, the Legislative Building Services, the Chief Clerk of the

Senate, the Chief Clerk of the House, the legislative leadership offices, the district legislative aide program, the Legislative Finance Committee and the Legislative Education Study Committee. The Contractor shall provide and the Contractor's study shall include:

(1) a review and analysis of the New Mexico Legislature's current job classification and compensation system, including analysis of the job descriptions, the duties actually being performed, job titles, compensation ranges, equity and market factors for all year-round legislative staff positions, including comparisons with similar employment positions in the federal government and the executive and judicial branches of state government;

(2) a review and analysis of the educational qualifications and experience required for all year-round legislative staff positions, including examining the efficacy of the qualifications and experience;

(3) a review and analysis of what positions or types of positions should be compensated on a salaried or hourly basis;

(4) recommendations for improving the New Mexico Legislature's employee compensation and classification system practices across its staff offices, including ensuring that any newly created job descriptions are consistent with organizational best practices, compensation is appropriate and competitive with the job market, experience and educational requirements are aligned with the duties to be performed and job titles and duties are appropriate for the positions; and

(5) recommendations for revisions to Legislative Council Policy 20, Year-Round Legislative Staff Classification and Compensation Plan, for:

(a) establishing authority to provide equity adjustments outside annual salary increase limitations;

(b) increasing the limitations on merit increases;

(c) considerations for removing the requirement for directors to obtain higher authority on salary decisions; and

(d) clarification on what educational coursework qualifies for tuition reimbursement.

8. EVALUATION

The responsible Offeror whose proposal is most advantageous to the LCS shall be selected to perform the services. The inclusion of cost as a factor does not require the LCS to select the lowest cost proposal. The following evaluation factors shall be considered in order of importance:

(1) related experience and qualifications (35%);

(2) the ability to perform the work as requested (35%);

(3) cost (20%); and

(4) client references (10%).

An additional 8% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident business or Native American resident business preference certificate. An additional 10% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident veteran business or Native American resident veteran business preference 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.

9. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and the successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which the Offeror does not agree.

A. Scope of Work. This portion of the Contract will be drafted following selection of a Contractor to perform the services. It will incorporate the scope of work in Paragraph 7 of this RFP and the description of services from the Offeror's proposal.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes for services, which shall be paid by the Contractor. The hourly rate or other basis for compensation shall be specified in the Contract. If additional services are necessary, the LCS and the Contractor by mutual consent may amend the Contract to cover additional costs associated with such additional services.

C. Term. The term of the Contract will be determined by mutual agreement of the Director of the LCS and the Contractor and incorporated into the Contract.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party shall not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing professional services for the LCS and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of the Contract.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

J. Confidentiality. Any information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the LCS.

K. Product of Service; Copyright. All materials developed or acquired by the Contractor under the Contract shall become the property of the State of New Mexico and shall be delivered to the LCS not later than the termination date of the Contract. Nothing produced, in whole or in part, by the Contractor under the Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

L. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict with the performance of services required under the Contract.

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

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

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

P. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any of its terms or conditions shall be a waiver of any other or subsequent breach; a waiver shall not be valid unless it is in writing and signed by the party granting the waiver.

Q. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorization are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

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

S. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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.