

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL CONSULTING SERVICES**  
**TO COMPLETE THE**  
**SECOND PHASE OF THE**  
**2020 CENSUS REDISTRICTING DATA PROGRAM**

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

ISSUE DATE: November 16, 2017

**NOTICE**

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

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## **1. INTRODUCTION**

The Legislative Council Service (LCS) invites individuals (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 they believe is relevant.

The purpose of this procurement is to select a Contractor to provide professional consulting services to the New Mexico Legislature. The work performed by the Contractor will enable the State of New Mexico to participate in Phase 2 of the 2020 Census Redistricting Data Program conducted by the United States Census Bureau. Participation in this program will enable the Legislature to accomplish its redistricting responsibilities in an efficient and accurate manner.

## **2. SEQUENCE OF EVENTS**

<u>Event</u>	<u>Date</u>
A. Release of RFP	November 16, 2017
B. Submission of Proposals	December 18, 2017
C. Evaluation of Proposals and Selection	December 18-22, 2017

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

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

A. Release of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978, and prospective Offerors may direct questions about the RFP to Raúl E. Burciaga, Director, LCS, at the office of the LCS, 411 State Capitol, Santa Fe, New Mexico 87501; telephone: (505) 986-4600.

B. Submission of Proposals. Two (2) copies of the proposal and supporting documentation must be submitted to the LCS. Proposals must be in the format specified in Paragraph 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is December 18, 2017 no later than 4:00 p.m. Proposals will be time-stamped upon receipt.

All proposals must be submitted in sealed envelopes marked "Proposal for Professional Consulting Services to Complete the Second Phase of the 2020 Census Redistricting Data Program".

All proposals must be addressed to:

Raúl E. Burciaga, Director  
Legislative Council Service  
411 State Capitol  
Santa Fe, New Mexico 87501

C. Modification or Withdrawal of Proposals. A proposal may be modified by an Offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope must be marked "Modification to Proposal for Professional Consulting Services to Complete the Second Phase of the 2020 Census Redistricting Data Program".

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

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

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

D. Evaluation of Proposals and Selection of Offeror. Proposals will be evaluated by the LCS using the criteria listed in Paragraph 7 of this RFP. During the evaluation process, the LCS may seek clarification from Offerors, but will NOT negotiate with Offerors.

The individual selected to perform the work and those individuals not selected will be notified by the LCS. Selection does NOT constitute an obligation to contract with the successful Offeror.

### **3. AMENDMENTS TO RFP**

If there are any amendments to this RFP, they must be in writing and must be mailed to all individuals who notified the LCS that they received the RFP. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by the amendment.

The written acknowledgment form mailed with the amendment must be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

### **4. CANCELLATION OF RFP; REJECTION OF PROPOSALS**

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

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

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

## **5. PROPOSAL FORMAT**

Offerors must include the following information in their proposals:

### **A. Letter of Transmittal.** Include the following information:

- (1) the name, 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.** Describe how the services will be provided or what tasks will be performed to accomplish the scope of work contained in Paragraph 6 of this RFP. (The scope of work indicates "what" the Offeror is supposed to do; the description of services should show "how" the Offeror intends to perform the services.)

**C. Remuneration.** The Offeror must state the maximum number of hours available for providing services to the LCS pursuant to the Contract. The Offeror must state the hourly rate for which the services will be provided. The Contractor will be compensated no more often than monthly at an hourly rate for work performed in the preceding month. The rate will be that agreed upon by the LCS and the Contractor, but not in excess of prevailing rates in the state for comparable services. The Contractor will be reimbursed for incurred and separately stated applicable gross receipts taxes.

**D. Related Experience and Qualifications.** The Offeror must include in the proposal educational degrees, prior experience and qualifications related to accomplishing the scope of work contained in Paragraph 6 of this RFP. This portion of the proposal must demonstrate the

extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal. The Offeror's ability to meet the evaluation factors contained in Paragraph 7 of this RFP must be stated in this section of the proposal.

## **6. SCOPE OF WORK**

The Contractor shall furnish the following services to the LCS as requested and directed by the Director of the LCS.

The Contractor shall receive from the United States Census Bureau (Census Bureau) realigned data from the Master Address File/Topologically Integrated Geographic Encoding and Referencing (MAF/TIGER) system database for the State of New Mexico and the Geographic Update Partnership Software to enable the state to participate in Phase 2 of the 2020 Census Redistricting Data Program. The Contractor shall work with the Census Bureau and state and local election officials to update and verify block boundaries and precinct boundaries. The Contractor shall analyze existing precinct boundaries to determine if they can still be utilized as precinct boundaries after the year 2020 given Census Bureau guidelines and recommend adjustment to precinct boundaries if they do not meet Census Bureau specifications. The Contractor shall confirm that the adjusted precincts comply with Census Bureau guidelines to ensure that officials receive accurate data at the precinct level following the 2020 census. The Contractor shall work with election officials to create anticipated precinct splits due to high voter participation levels. The Contractor shall also review all precinct boundaries to determine if adjustments should be made above and beyond issues of voter growth to address concerns such as accommodating voter convenience, keeping communities together and reducing drive time to polling places. The Contractor shall consult, collaborate and meet with the thirty-three (33) county clerks and the Secretary of State to accomplish precinct adjustments. The Contractor shall work with the Census Bureau in the two (2) -stage verification process, the first starting in January 2019 and the second in January 2020, to verify that the block boundaries and precinct boundaries, names and codes have been accurately added by Census Bureau staff and, within the designated time frame, notify the Census Bureau of any discrepancies.

Additionally, the Contractor shall review available technology and make recommendations to the LCS regarding purchase by the LCS of computer hardware and software necessary to be ready to perform tasks required for redistricting in 2021. The Contractor shall provide such other related services as requested by the Director of the LCS to accomplish Phase 2 of the 2020 Census Redistricting Data Program and prepare the LCS for Phase 3 of the program.

## **7. EVALUATION OF PROPOSALS**

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 is not intended to require the LCS to select the lowest-cost proposal. The following evaluation factors shall be considered in order of importance:

A. experience and qualification in utilization of census maps and familiarity with New Mexico mapping problems; experience working with local and state officials in New Mexico and other individuals knowledgeable about geographic and precinct boundaries in the state; understanding of and ability to use mapping technology; and understanding of census procedures to be utilized by the Census Bureau during Phase 2 of the 2020 Census Redistricting Data Program (50%);

B. the approach to be used and the ability to perform the work in the required time frame (30%);

C. client references (15%); and

D. cost (5%).

## **8. CONTRACT TERMS AND CONDITIONS**

The Contract between the LCS and the successful Offeror will contain substantially the following terms and conditions. In the letter of transmittal, the Offeror must include a statement agreeing to these terms and conditions.

A. Scope of Work. This portion of the Contract will be drafted following selection of an Offeror to perform the services. It will incorporate the scope of work in Paragraph 6 of this RFP and the description of services from the Offeror's proposal.

B. Compensation. The total compensation will not exceed the limit specified in the Contract. The total amount will include applicable New Mexico gross receipts taxes for which the Contractor is responsible. The hourly rate will be specified in the Contract.

C. Term. The Contract shall be effective from the date of execution through August 31, 2020. The Contract may be amended in writing by mutual agreement of the parties to the Contract if additional work is requested by the LCS. The Contract may be extended upon the agreement of both parties.

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

E. Status of Contractor. The Contractor is an independent contractor performing professional services for the LCS and is not an employee of the State of New Mexico. The Contractor will 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 may not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS.

G. Subcontracting. The Contractor may 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 must maintain detailed time records that indicate the date, time and nature of services rendered. These records are subject to inspection by the LCS and the State Auditor. The LCS has the right to audit billings both before and after payment. Payment under the Contract does not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor will, 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 may not 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 may not be made available to any individual or organization without the prior written approval of the LCS.

K. 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 of New Mexico, and all materials developed or acquired under the Contract shall be delivered to the LCS no later than the termination date of the Contract. The Contractor and the 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.

L. Conflict of Interest. The Contractor must 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 may not be altered, changed or amended except by an instrument in writing executed by the parties.

N. Merger. The Contract incorporates 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 is valid or enforceable unless embodied in the Contract.

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



P. Waiver. 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 is not 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 terminates immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision of whether sufficient appropriations and authorization are made by the New Mexico Legislature must be accepted by the Contractor and is 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 must comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor must 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 must take appropriate steps to correct these deficiencies.